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JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

HEARINGS

BEFORE A

SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR
HOUSE OF REPRESENTATIVES

EIGHTIETH CONGRESS

SECOND SESSION

PURSUANT TO

H. Res. 111

(80th Congress)

VOLUME 2

HEARINGS HELD AT WASHINGTON, D. C.

FEBRUARY 17, 18, 19, 20, 23, AND 24, 1948

Printed for the use of the Committee on Education and Labor



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MOTION-PICTURE INDUSTRY

CARROLL D. KEARNS, Pennsylvania, *Chairman*

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JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

TUESDAY, FEBRUARY 17, 1948

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Washington, D. C.

The subcommittee met, pursuant to call, at 10 a. m., before Hon. Carroll D. Kearns, chairman of the special subcommittee.

Mr. KEARNS. The hearing will come to order, please.

I have here first a statement to read from the Honorable Fred A. Hartley, Jr., chairman of the full Committee on Education and Labor. Mr. Hartley intends to attend these sessions, but he is detained this morning because of another hearing.

The statement reads as follows:

The Constitution of the United States insures to every citizen the right "to petition the Government for a redress of grievances." It is my considered judgment that whenever a serious industrial relations controversy affecting interstate commerce arises anywhere in the United States which cannot be handled locally, or by State or Federal agencies, it becomes my duty as chairman of the Committee on Education and Labor of the House of Representatives, to investigate and ascertain the cause or causes of such a labor dispute when petitioned so to do, and to make legislative recommendations to the Congress which will prevent the recurrence of such grievances.

Since January 1947, when I became chairman of the Committee on Education and Labor, I have received numerous petitions to investigate the jurisdictional strife in Hollywood. From the reports given to me, jurisdictional controversies have existed in the Hollywood studios from the inception of the motion-picture industry. In July 1947, a personal appeal was made to me as chairman of the committee to investigate the cause of the plight of former employees of the studios. Immediately I directed Representative Carroll D. Kearns, as a special subcommittee, to proceed to Hollywood to investigate the facts. Because of the gravity of the situation, and at Mr. Kearns' earnest request, I subsequently decided to go to Los Angeles to secure first-hand information with respect to the problems involved. I found that Hollywood's jurisdictional strife has been aptly described as the worst cancer in the body of the American Federation of Labor.

From numerous reports received by me, I am satisfied that Mr. Kearns conducted a very thorough and impartial investigation in Los Angeles in August and September of last year. However, it was impossible for him to secure the presence of certain witnesses and to take their testimony in Los Angeles, and that is why the investigation has not been closed and will not be closed until an opportunity is afforded to Mr. Kearns to secure the testimony of every essential witness. I thank you gentlemen for appearing here today to assist Mr. Kearns.

Before calling the first witness this morning, I wish to make a brief statement relative to the resumption of these hearings.

When we were holding hearings in Los Angeles, Calif., on the jurisdictional strife in Hollywood, it was impossible for us to secure

the presence of certain witnesses in California. Three of the most important of these witnesses were Mr. Nicholas Schenck, president of Loew's, Inc., Mr. William Hutcheson, president of the Brotherhood of Carpenters, and Mr. Paul Dullzell, president of the Actors and Artistes of America. Unfortunately, I am advised that Mr. Schenck is very ill and his doctor has furnished a statement to the effect that it would endanger his health for him to be present here today. I have also received a telegram from Mr. Hutcheson that because of the condition of his wife it will be impossible for him to be present at these hearings, but that he will give his testimony before the committee some time in March.

As chairman of the subcommittee it is not my disposition to endanger the health of any witness or to require a husband to leave the bedside of a sick wife. I am deeply distressed by the absence of Mr. Schenck and Mr. Hutcheson, but I assure you that the investigation of this subcommittee will not be terminated until we have received their testimony.

It is only fair to let you know the reason why you are called before the committee and to give you some idea why your presence has been requested or required at this hearing. A review of the evidence taken in Los Angeles indicates that jurisdictional strife has existed from the inception of the motion-picture industry; that it has been caused primarily by the American Federation of Labor granting overlapping jurisdiction to its international unions; that the American Federation of Labor has proven time and again that it does not have the power, authority, or courage to make enforceable decisions binding upon the internationals affiliated with it and that, although frequently urged to do so, the leaders of the American Federation of Labor have failed and refused to set up the necessary machinery to require the enforced arbitration of such jurisdictional disputes as have arisen in Hollywood.

Many times the Committee on Education and Labor has heard union leaders insist upon their right to settle their family quarrels within the house of labor. That would be fine if the evidence warranted the assumption that labor leaders were able, willing, and desirous of settling such problems. But the evidence which my committee has received conclusively shows that the American Federation of Labor has repeatedly sacrificed the public interest and the welfare of the members of its unions by refusing to take the necessary steps to prevent or correct such evils.

I have invited the presidents of all of the unions involved in the Hollywood jurisdictional strife to be present at this hearing with the hope that they may be prodded into doing something to terminate a situation which has cost the members of their unions many millions of dollars and untold suffering and hardship. The evidence received by us indicates clearly that while the producers of motion pictures have suffered directly from this jurisdictional strife, the public has been the ultimate victim.

It appears from the testimony that the most recent of the jurisdictional strikes in Hollywood, beginning in September 1946, might have been the result of a deception which was perpetrated upon the three vice presidents of the American Federation of Labor who were appointed by order of their executive council in October 1946 to make

a final determination with respect to the jurisdictional rights of certain unions whose members were employed in the Hollywood studios. Therefore, I am disposed to find that the three vice presidents of the American Federation of Labor made an earnest and sincere effort to arrive at a fair and equitable determination of the rights of all of the members of the unions involved in jurisdictional strife in Hollywood except as to the members of the International Association of Machinists.

It appears from the evidence that because the International Association of Machinists had been suspended from the American Federation of Labor that the rights of its membership were virtually ignored in the decision of the three vice presidents of the American Federation of Labor. For that reason I have invited Mr. Brown, president of the International Association of Machinists, to appear before my subcommittee and to testify with respect to the experiences of his union in the Hollywood studios.

A careful analysis of the testimony, heretofore received, indicates that the jurisdictional strife in September 1946, which has continued to the present time, in the Hollywood studios is probably the result of collusion between the producers and the IATSE. Therefore, gentlemen, unless you have evidence to the contrary to present to my subcommittee it is my intention to make a finding of fact that the present labor dispute in Hollywood is the result of a lock-out by the employers after having conspired with certain officials of the IATSE to create incidents which would make it impossible for the members of those unions affiliated with the Conference of Studio Unions to continue to work in the studios.

There is substantial evidence in the record that this conspiracy was aided by certain of the officers and employees of the teamsters' union and the screen actors guild, for the lock-out could not have succeeded without the cooperation of both of these organizations. The incidents arranged for in conferences between the producers and the IATSE were deferred until they secured the assurance of cooperation and support from the teamsters and the actors.

This is not intended and should not be construed as reflecting upon Messrs. Ronald Reagan, Edward Arnold, George Murphy, and Robert Montgomery, who, I am sure, sincerely endeavored to prevent this jurisdictional dispute at its inception and with the assistance of Mr. Paul Dullzell, endeavored to have the American Federation of Labor set up machinery for its enforced arbitration.

I am sure you gentlemen understand the gravity of my proposed findings. You will be given an opportunity to present any evidence which you may have to dissuade me from making such a report to the Congress.

I would like to have it understood before we begin the hearings, that we will follow the same procedure that we followed on the west coast. Mr. McCann, who will be counsel for the committee, will have the opportunity and privilege of questioning members and witnesses who appear here on the stand. Any of the attorneys representing anyone from industry or labor who wish to question a witness will in writing present the question to the secretary of the counsel, and he in turn will question the witness.

I want it fully understood that anyone has the right to ask the witness a question if this procedure is followed in the way I have set it up. I hope there will be no misunderstanding about that. Any one of the attorneys who would like to ask a question of any witness has that privilege by submitting the question in writing to the secretary to the counsel.

The first witness this morning will be Mr. Eric Johnston.

(Mr. Johnston was duly sworn.)

TESTIMONY OF ERIC JOHNSTON, PRESIDENT, MOTION PICTURE ASSOCIATION OF AMERICA, INC., AND ASSOCIATION OF MOTION PICTURE PRODUCERS, INC.

MR. KEARNS. Mr. Johnston, do you have a prepared statement?

MR. JOHNSTON. I do.

MR. KEARNS. If you would like to give it at this time, you may do so without any interruption until after you have finished.

MR. JOHNSTON. All right, sir.

My name is Eric Johnston. I am president of two motion picture associations. One is the Motion Picture Association of America, Inc., with headquarters here in Washington. The other is the Association of Motion Picture Producers, Inc., in Hollywood.

Both are trade associations and their members are among the leading producers and distributors of films in the United States.

Hollywood has had more than its share of labor strife. But labor strife in Hollywood has not been the result of differences over wages, hours, and working conditions. Wages, hours, and working conditions for the Hollywood workers have always been among the best in the entire country.

Labor strife in Hollywood has not been the result of differences over union recognition. The film studios are completely unionized.

Labor strife in Hollywood has been chiefly jurisdictional—a struggle for power among union leaders and their unions.

In these bitter interunion feuds, the workers become the victims in the maneuvers of labor leaders, and the producers are always caught in the middle.

In the two long and violent jurisdictional strikes in Hollywood since the spring of 1945, the workers have lost millions of dollars in wages. Some have lost their homes, exhausted their lifetime savings. Human suffering, hardship, and distress are the inevitable consequences of such strikes.

While the workers are in fact the real victims, management has also suffered severely. Millions of dollars have been added to production costs.

Everybody has lost. No one has gained. Hollywood's conflicting unions are all members of the American Federation of Labor. The responsibility for settling jurisdictional disputes, therefore, belongs to the A. F. of L. and the A. F. of L. alone, and I have repeatedly stated this view.

In September 1945, I became identified with this industry. At that time, a jurisdictional dispute was raging in Hollywood. There was bloodshed, and violence was rising higher and higher. It was an ugly picture. That particular strike had commenced on March

12, 1945, and, as the committee knows, had been called over the dispute between the painters' union and the International Alliance of Theatrical Stage Employees, involving 47 set decorators in the industry.

It appeared to me a strike to compel the studio to side with the painters' union against the IATSE. The Conference of Studio Unions and the United Brotherhood of Carpenters supported the strike.

In October 1945, as the newly elected president of the Association of Motion Picture Producers, I requested and was granted authority by the 10 member companies of the association to enter the strike picture and to attempt to effect a settlement. My first efforts at settlement were in Hollywood.

I prevailed upon Richard Walsh, head of the IATSE, to come to Hollywood, and he cooperated by flying in from New York. Endless conferences were held with Mr. Walsh, with Mr. Herbert Sorrell, president of the Conference of Studio Unions, which was fighting with the IATSE over jurisdiction, and with other labor leaders.

We struggled with the problem around the clock and got exactly nowhere. There had been a long-standing dispute between the carpenters' union and the IATSE involving jurisdiction over prop-making. This dispute was an issue in the discussions. The carpenters' union was assisting the painters' union in its effort to capture jurisdiction over set decorators but in so doing its purpose was also to take over work which had for many years been done by the IATSE.

I quickly found out this strike couldn't be settled in Hollywood, principally because of the absence of William Hutcheson, president of the carpenters' union. It was evident that it could be settled only at the higher levels of the American Federation of Labor.

I thereupon asked William Green, president of the A. F. of L., for an opportunity to present our case to the October meeting of the A. F. of L. executive council, then in session in Cincinnati. Mr. Hutcheson, who is a member of the council, was present, and so was Mr. Walsh.

The Cincinnati meeting was an unusual one. I don't believe the A. F. of L. council had been often addressed by an employer representative, and especially on a subject as controversial as jurisdiction. I urged the council to take action on the Hollywood situation and thus show the world that labor could settle its family differences—that it had a conscience to guide its use of the great power it had won.

In an unprecedented action, the council, with the unanimous agreement of the heads of the international unions involved, including Mr. Hutcheson and Mr. Walsh, issued a directive ordering the strikers back to work and appointing a three-man arbitration committee. The directive provided that this committee was to investigate and decide the jurisdictional issues within 60 days. The heads of the international unions agreed to accept the committee's determination as final and binding. I made the same agreement on behalf of those motion picture companies which I represented.

On December 26, 1945, the arbitration committee rendered its decision. Among other things, the erection of sets on stages, exclusive of mill and trim work, was awarded to the IATSE. The directive was put into effect.

Almost immediately, Mr. Hutcheson informed us he would not accept this decision, notwithstanding his prior agreement. Work stoppages followed. In view of this situation, we turned again to the executive council of the American Federation of Labor, which was in session in Miami, Fla. We met with the council, including Mr. Hutcheson and two members of the arbitration committee. Mr. Walsh was also present. We informed the council that Mr. Hutcheson had repudiated the arbitration committee's award, and asked the council whether it would stand back of the decision.

The discussions brought out clearly that the award, in connection with the erection of sets on stages, took away jurisdiction from the United Brotherhood of Carpenters and transferred it to the IATSE. The question was asked as to how many jobs would be transferred from the carpenters to the IATSE. E. J. Mannix, of the MGM Studio, replied that there were approximately 350 jobs involved.

Mr. Mannix further stated that the award would make it necessary to change certain studio operations, since set erection work, for many years done by carpenters, would now have to be allocated to IATSE. Mr. Mannix explained that although this meant additional costs to the studios, the producers would abide by the award in accordance with their agreement. At the request of the council, we then left the meeting, and a few hours later were informed by Mr. Green that there would be no change in the arbitration committee's award.

Accordingly, upon the producers' return to Hollywood, the studios continued to operate under the award.

The producers and the striking unions entered upon negotiations for contracts to replace those which had been terminated in the early stages of the strike.

These negotiations were conducted by the producers' labor committee. The strike having been settled, the special authority granted me to take all steps necessary to settle it was, at my request, terminated in June 1946. Consequently, labor negotiations were handled by the labor committee, which consisted of a representative of each studio.

In mid-August 1946, I received a letter from Mr. Hutcheson to the effect that the arbitration committee had issued a so-called clarification of its award, by which it purported to interpret the words "erection of sets" as used in the December decision. This interpretation was, in effect, a reversal of its original decision.

I transmitted a copy of Mr. Hutcheson's letter to the producers' labor committee. The producers' labor committee was advised by counsel that the arbitration committee was without authority to clarify, interpret, or modify its award, and that its power to determine jurisdiction has been exhausted when it issued its decision on December 26, 1945. The IATSE, which had agreed to abide by the decision, was insisting that the producers continue to carry out the original award.

I then attempted, through Mr. Green, and also by communicating directly with Mr. Hutcheson, to arrange a meeting between Mr. Hutcheson and Mr. Walsh to try to resolve the controversy created by the so-called clarification. Mr. Hutcheson refused to meet with Mr. Walsh.

On September 12, 1946, at the request of the producers' labor committee, a meeting of the presidents of the producing companies was

held in New York. We were told by telephone that on the previous day the carpenters' union would treat as "hot" sets erected by members of the IATSE and would not do any mill or trim work on such sets.

The producers' labor committee said that only two courses were open: (1) Close the studios or (2) obtain other employees to do the mill and trim work on the stages. The Hollywood group explained that a refusal to comply with the carpenters' ultimatum would result also in a work stoppage by the painters, so that if sets were to be constructed it would be necessary for other employees to do the painters' work.

The situation outlined by the producers' labor committee was fully discussed at the New York meeting. I favored closing the studios. Some agreed with me. Others wanted to keep them open. The producers' labor committee recommended that the studios should try to continue to operate. This course prevailed. The carpenters then carried out their ultimatum.

I have now covered the high lights of conferences in which I participated in connection with the Hollywood jurisdictional troubles since my association with the industry.

You have indicated you desired my recommendations to avoid such disputes among unions. What I say now represents entirely my own point of view.

All my business life I have advocated clean and clear-cut understandings between labor and management. The progress, the prosperity of our country—yes, even its very security—depend on great measure upon the building of a harmonious relationship between the two groups. This is essential to the successful functioning of a creative democratic capitalism in America.

Democratic capitalism, like no other system, offers freedoms, opportunities, decent living standards. If our society is to grow and advance, we must have unions just as we must have management. They are as much a part of a thriving America as our big city skylines.

When unions misuse their power and ignore their duty to the community as a whole, they are contributing to industrial anarchy.

Americans have made up their minds that they are not going to permit industrial anarchy to undermine our democratic society.

I think that jurisdictional strikes contribute to industrial anarchy. I think something should be done about them before they occur.

My idea, therefore, is preventive medicine—an antistrike vaccine to inoculate the economic body against the disease of the jurisdictional strike.

To achieve this end, I would suggest that the Congress supplement present legislation by requiring unions to arbitrate and settle jurisdictional disputes before picket lines form and work has stopped. Such legislation should compel the inclusion in all union-management contracts of clauses pledging the unions to peaceful arbitration of disputes over jurisdiction between rival unions.

Mr. Chairman, that concludes my prepared statement.

Mr. KEARNS. Mr. Johnston, do you have anything to add to this at the present time before questions are asked you?

Mr. JOHNSTON. I trust, Mr. Kearns—I heard your statement a few moments ago for the first time—I trust you have not drawn the con-

clusions which are evident on page 2 as yet, and that you still have an open mind about this problem because I believe your conclusions in the third paragraph on page 2 are incorrect.

Mr. KEARNS. I think I used the term "indicate."

Mr. JOHNSTON. I just heard it, Mr. Chairman, and I may be wrong as to what you said, but I trust that your mind is open on the matter.

Mr. KEARNS. Mr. Owens, do you have any questions?

Mr. OWENS. I would rather have counsel proceed first.

Mr. KEARNS. Mr. Madden, do you wish to ask any questions?

Mr. MADDEN. No questions.

Mr. KEARNS. Mr. Counsel.

Mr. McCANN. Mr. Johnston, I believe you were formerly a member of the American Federation of Labor. were you not?

Mr. JOHNSTON. Yes, the longshoremen's union.

Mr. McCANN. That was during the days that you were going to college, as I remember?

Mr. JOHNSTON. That is correct.

Mr. McCANN. And you called attention to the fact that you had been a member of their union when you appeared before the Cincinnati conference of the American Federation of Labor?

Mr. JOHNSTON. That is correct.

Mr. McCANN. And you urged them to settle their problems within the house of labor?

Mr. JOHNSTON. Correct. I said they could not wash their hands of this one like Pontius Pilate.

Mr. McCANN. At that time is it not a fact, Mr. Johnston, that you had just become identified with the motion-picture industry?

Mr. JOHNSTON. That is true.

Mr. McCANN. What was the date on which you became associated with them?

Mr. JOHNSTON. September 15, 1945, Mr. McCann.

Mr. McCANN. And it was in October 1945 that the meeting in Cincinnati was held?

Mr. JOHNSTON. Yes; the latter part of October 1945.

Mr. McCANN. Now, prior to the meeting in Cincinnati I believe that you made a trip to Hollywood and endeavored to secure a settlement of the problems there?

Mr. JOHNSTON. That is correct.

Mr. McCANN. Would you mind giving us the date—if you do not mind repeating it, on which the motion-picture producers gave you exclusive authority to settle their labor disputes?

Mr. JOHNSTON. I believe it was October 15, 1945. I am not sure of the exact date but I think that was it.

Mr. McCANN. Was there a meeting of the producers at which this formal action was taken?

Mr. JOHNSTON. That is right.

Mr. McCANN. Were minutes kept of this meeting?

Mr. JOHNSTON. As far as I know there were minutes kept of the meeting.

Mr. McCANN. Would you furnish the committee with the minutes of the meeting of the producers authorizing you and empowering you to have exclusive authority to settle these disputes?

Mr. JOHNSTON. I do not have those minutes. It is possible someone might have them. Do you have them, Mr. Freeman, or does anyone have them?

Mr. FREEMAN. They are not here.

Mr. JOHNSTON. Or were they kept, if you know?

Mr. FREEMAN. If there are any they would be on the coast.

Mr. JOHNSTON. I do not have them, Mr. McCann, if there are any.

Mr. McCANN. Mr. Chairman, I would like to make a request at this time of the producers to furnish a copy of those minutes if they have such minutes.

Will you try to get those for us, Mr. Johnston?

Mr. JOHNSTON. I would be very happy to, Mr. McCann.

Mr. McCANN. Now, it was after you received the authority to take up the handling of the labor relations problems that you made your first efforts in Hollywood, I assume, to meet with Mr. Sorrell and with Mr. Walsh, Mr. Hutchinson, and the other labor leaders to try to settle these problems?

Mr. JOHNSTON. That is right.

Mr. McCANN. Did you make any proposals when you were in Hollywood and before you went to Cincinnati?

Mr. JOHNSTON. Any proposals to Mr. Sorrell and to Mr. Walsh?

Mr. McCANN. Yes.

Mr. JOHNSTON. No. I tried to find a common area of agreement between them as to what could be done to settle it and I find there was no common area of agreement, try as we would.

Mr. McCANN. Did you make any suggestions to Mr. Walsh for a basis of settlement of the Hollywood dispute?

Mr. JOHNSTON. I do not recall that I did.

Mr. McCANN. I will read to you from the minutes of the Cincinnati meeting and from a summary of your remarks on that occasion and I will ask whether or not this statement is correct:

Mr. Johnston stated that he suggested that the men return to work immediately as of the same conditions as of March 12, 1945, when the strike occurred; then that the jurisdictional differences be settled under machinery suggested by President Green, carried out through the presidents of the organizations involved, and if they could not agree in a reasonable length of time that an impartial arbitrator or representative be set whose judgment would be unquestioned, and they would report within a specified time; that displaced workers be taken care of by the industry by adequate severance pay to be negotiated between management and the unions involved, and third, that permanent jurisdictional machinery be set up to avoid any further controversies along the lines that Mr. Dubinsky and his industry—Lady Garment Workers—had so capably done for so many years.

Mr. Johnston stated this program was not acceptable to Mr. Walsh.

Now is that a correct statement of what you said to the Cincinnati group of the American Federation of Labor?

Mr. JOHNSTON. Are these from the minutes of the Cincinnati meeting?

Mr. McCANN. These, sir, that I am reading from are a summary "Excerpts from minutes of executive council meeting, A. F. of L., Cincinnati, October 15-24, 1945."

Mr. JOHNSTON. I assume they are correct.

Mr. McCANN (reading):

He suggested another program, namely: That all workers return immediately, each group to work with the other group in the studios. Mr. Johnston stated this

plan was not accepted by Mr. Walsh's opposition under the theory that chaos would result and you would merely transfer the strike from the street into the studios and would not settle it.

Mr. JOHNSTON. I think that is correct.

Mr. McCANN. You think that is correct?

Mr. JOHNSTON. Yes.

Mr. McCANN (reading) :

Mr. Johnston stated he then proposed another compromise, namely: That the strike be called off for a period of 2 weeks, during which time the jurisdictional matters would be settled and determined. At the end of the 2 weeks' period if the jurisdictional matters were not settled and determined that the strikers would return to work under the same status that existed on March 12, 1945. Mr. Johnston stated that this program was not acceptable to Mr. Walsh, although it was accepted by the opposition.

Is that correct?

Mr. JOHNSTON. I think that is probably correct, yes.

Mr. McCANN. Now at that meeting, Mr. Johnston, you further said that you did not believe matters of this character could be settled by legislation. Today you have proposed legislation.

Mr. JOHNSTON. That is correct.

Mr. McCANN. Then you have changed your opinion since October 1945 and February 17, 1948, and believe now that it is necessary for the Congress to take some action to prevent the recurrence of such jurisdictional strikes as have occurred in Hollywood?

Mr. JOHNSTON. That is correct.

Mr. McCANN. Mr. Johnston, in your statement you have called attention to the fact that the first strike on March 12, 1947, was called over the dispute between the painters' union and the International Alliance of Theatrical Stage Employees involving 47 set decorators in the industry?

Mr. JOHNSTON. That is right.

Mr. McCANN. Are you familiar with the historical background that existed there with respect to the work of the set decorators?

Mr. JOHNSTON. No; I am not too familiar with the historical background.

Mr. McCANN. Did you know that these men had a contract with the studios, a 5-year contract, as I recall it, that they were organized as an independent union, and that their contract called for them to do this work for the 5-year period and that it had a clause in there to this effect: That in the event they should change their affiliation the producers would have a right to cancel the contract and that this group of set decorators did, before the 5 years were out, change their affiliation and join the conference of studio unions; and that the producers never canceled the contract. Are you familiar with that?

Mr. JOHNSTON. No; I am not.

Mr. McCANN. Did you know that this strike arose from the fact of the failure of the producers to designate or to accept the union after it had changed its affiliation from an independent to the CSU and to bargain with it?

Mr. JOHNSTON. That is not as I understand it, Mr. McCann.

Mr. McCANN. Will you tell me how you understood it?

Mr. JOHNSTON. I understood there was a dispute as to who the 45 men belonged to and that the producers, to resolve the dispute, asked the National Labor Relations Board for a decision; that before the

National Labor Relations Board could render a decision and while the matter was still under discussion by them, the Studio of Conference Unions struck.

Mr. McCANN. Then you do not know what the contract was in the first place, Mr. Johnston, between the studios and the set decorators?

Mr. JOHNSTON. I am not familiar with it; no.

Mr. McCANN. If I tell you it was testified before our committee in Hollywood that there was an obligation upon the studios either to bargain with those men when they changed their affiliation from an independent to the CSU, or else an obligation upon them to cancel the contract and that they did neither, it would seem that the producers were guilty of laches in that case, would it not?

Mr. JOHNSTON. No; I do not agree to that. As I understood the situation there was a controversy between these two groups as to whom they belonged. I thought that the producers exercised good judgment by referring it to the National Labor Relations Board for a decision.

Mr. McCANN. Mr. Johnston, let us get back to the fact that the set decorators had never been identified with the IATSE. You knew that, didn't you?

Mr. JOHNSTON. Yes, I knew that.

Mr. McCANN. And you knew after the set decorators, with their contract with the producers, had gone to the CSU, the IATSE organized a union called the Set Decorators Union, did you know that?

Mr. JOHNSTON. I knew that there was considerable controversy, Mr. McCann. I made it a point not to try to engage in the controversies between the two groups. I felt that as a newcomer in the industry with none of the background of dissention which had existed in the industry for some time, that perhaps I could get these two warring groups together to settle their problems, and I do not think that we discussed at any length or any detail—in fact, I do not remember discussing at all—problems that you are bringing up.

Mr. McCANN. Mr. Johnston, I am trying to inform you of the evidence which has been received by this committee to the effect that throughout the period that the set decorators were an independent union, there was no trouble in the studios, but when the set decorators became identified with the CSU, the IATSE then created a union of set decorators and resisted the request of the old union to be recognized by the producers.

Mr. JOHNSTON. And both claimed jurisdiction, so was not the logical place to resolve that difference with the National Labor Relations Board?

Mr. McCANN. Except that I do not believe the producers acted either with courage or with honor, when they refused to cancel the contract on the one hand, or to accept the transfer of the set decorators when they went to the CSU.

Mr. JOHNSTON. I think you should discuss that with people who were in authority before I came in because I had nothing to do with that.

Mr. McCANN. Now there is on page 3 of your statement a very definite allegation which I have not heard from anyone else during our investigation, and which I would like to examine you about.

In the third paragraph on page 3 you say :

This dispute was an issue in the discussions. The carpenters union was assisting the painters union in its effort to capture jurisdiction over set decorators, but in so doing its purpose was also to take over work which had for many years been done by the IATSE.

Now, Mr. Johnston, I would like for you to defend that statement and give us some evidence in support of it.

Mr. JOHNSTON. Where is that, exactly?

Mr. McCANN. At the bottom of the third paragraph on page 3.

Mr. KEARNS. It begins with the words "We struggled."

Mr. JOHNSTON. Well, that was the information which I gleaned from the conversations I had with Mr. Walsh and Mr. Sorrell at the time, namely that this ran much deeper than merely a dispute over the 47 set decorators. There was a question going back to 1926, I believe, as to an award between the carpenters union and the IATSE. As a matter of fact, there had been previous controversies over this and previous labor difficulties over it, going back to some time in the twenties and again recurring in the early thirties.

Mr. McCANN. Mr. Johnston, are you not aware of the fact that the IATSE, according to the testimony of the labor relations experts of the producers, has for several years been encroaching upon the work jurisdiction of every other union in Hollywood, including electricians, the IAM, the carpenters, and the painters?

Mr. JOHNSTON. I understood while there that all were encroaching on each other as to their jurisdiction. There were constantly new problems arising and who should take care of those problems. For instance, sound equipment, that was new, relatively new, who should take care of the sound equipment? Should it be the electricians or should it be the IATSE.

Every time a new category arose of course there was conflict and controversy as to who should collect dues from whom and who should do what work.

Now there is nothing new about that and I think that conflict has been going on for many, many years. I believe that all are responsible for it.

Mr. KEARNS. Just a minute on that point, Counsel. Was not that the reason why you said definitely there when you were in on the picture that they should close down the studios until they decided jurisdiction?

Mr. JOHNSTON. Why, of course. I have said constantly all the way along that the only thing to do was to close the studios and let these warring unions battle amongst themselves and find out who had jurisdiction, who collected dues from whom. My opinion has always been that it is foolish to try to operate under the conditions that they have been trying to operate at Hollywood since I have been in the industry.

Mr. KEARNS. Is it not true that Mr. Mannix supported you very strongly there?

Mr. JOHNSTON. Yes, Mr. Mannix supported me at times and at other times I think he did not support me. In other words, I think there was a difference of opinion as to what should be done.

Consistently since the Miami decision I have advocated that if the unions could not agree on jurisdiction and if there was labor troubles to close the studios.

Mr. McCANN. Mr. Johnston, I want to call your attention to the fact that there are more than 100 pages of evidence before our hearing in Hollywood, starting out with the statement by Mr. William R. Walsh, industrial-relations manager of Metro-Goldwyn-Mayer, and going through the other major studios, and that that record is replete with statements to the effect that there was jurisdictional strife on such and such an occasion in such and such a picture and that the IATSE demanded that they should be given the work or they would close the production. And then the industrial-relations managers stated that although this work had previously been done by the carpenters, although this work had been previously done by the IAM, although this work had previously been done by the electricians, we had to yield to the IA and permit the work to be done by the IA or have the studios closed. Did you know that evidence was in the record?

Mr. JOHNSTON. I did not know that evidence was in the record but I think it is unquestionably correct that much of that has happened. I think also there should be and probably is evidence in the record—at least there should be—that this has not been one-sided completely.

Mr. McCANN. Mr. Johnston, I want to inform you from having read this record—and I may be in error—I have found many, perhaps 50, illustrations of the IATSE encroaching upon the other unions and not once, so far as I recall, do your own managers say that any of these unions were encroaching upon the IATSE.

Mr. JOHNSTON. Well, when I was in Hollywood in the fall of 1945 a dispute came to my attention between the carpenters and the IATSE, in which the IATSE accused Cambiano of imposing and trying to get some of their work. Then wanted me to try to settle that at that time. So there have been, I think, on both sides—I am not attempting in any way to defend the actions of the IATSE or the actions of any other union. All I want to say to you is that there has been constant jurisdictional conflict in Hollywood since I have been connected with it, and that I believe there have been encroachments from both sides and from all sides, I should say.

Mr. McCANN. Mr. Johnston, the only reason I have called your attention to this particular statement is that you are the first witness and I want to know if you have any facts to substantiate the statement that the carpenters were attempting to encroach on the IA. Now I want proof of it if you have it.

Mr. JOHNSTON. Over and over again I was told in Hollywood of the deep jurisdictional disputes which went back into the twenties, in which the carpenters secured some work from the IA, then the IA got it from the carpenters in the thirties. That was a source of considerable dissatisfaction on the part of the Mr. Hutcheson. Mr. Hutcheson himself has told me of the fact he had lost work and had regained it, so I think the dispute went much deeper than simply the 46 set decorators.

Mr. McCANN. The only point was this, that you attributed to the carpenters the motive in supporting the set decorators of seeking to expand their jurisdiction at the expense of IA and I wanted you, if you could, to substantiate that.

Mr. JOHNSTON. Well, I think it is easily substantiated. In fact, Mr. Hutcheson himself told me that he would have to have back the work which he had previously lost to the IA.

Mr. McCANN. When did he tell you that?

Mr. JOHNSTON. He told me that in Cincinnati. He told it to me again in Miami. I have been informed by many others of this long-standing feud between the IA and the carpenters union.

Mr. McCANN. Well, there is not any question at all, Mr. Johnston, and the record is replete with the testimony of a long-standing feud between these people, but the thing which was of real interest to me, and the reason for this question, was because the labor-relations managers of your major studios out there were asked by the chairman to produce examples of jurisdictional strife and they enumerated case after case where the electricians had previously had authority and the IA said, "We won't budge unless you give it to us. We will close the studios," and they had yielded to IA.

Then they gave other illustrations with respect to the machinists, and with respect to other unions. Not once, so far as I recall, do they refer—your own managers in labor relations—not once do they refer to the carpenters demanding that they be given something and threatening to close the studios.

Mr. JOHNSTON. Well, there was one instance that I know of over some metal trim which the carpenters wanted, claiming that because they had substituted wood for metal trim that it should be a part of the carpenters' work. I recall that while I was in Hollywood.

I am not at all gainsaying, Mr. McCann, that the fact that the statement you have made has no substance in it and probably is correct, I am trying to tell you that in my opinion there has been this constant feud between various parties. Perhaps the IA has been much more aggressive than the others, but I do not think it is all on one foot. I think each one has been trying to get a little more power, a few more dues from somebody else. I think it has been a constant turmoil over a long period of time.

I believe that my statement which you have referred to is a perfectly correct statement. At least that was my impression of the events when I was in Hollywood in 1945.

Mr. McCANN. Now, I would like to ask you when and by whom were you informed of the August 16, 1946, clarification, issued by the three-man committee of the executive council of the American Federation of Labor?

Mr. JOHNSTON. I think I was informed by both Mr. Green and Mr. Hutcheson of that award.

Mr. McCANN. Do you have the original letters giving you that information?

Mr. JOHNSTON. I have not them with me but I think I can find them.

Mr. McCANN. I wish, if convenient, you would furnish them to us and if we deem that they add anything to this record we will include them in the record.

Mr. JOHNSTON. I would be very glad to give them to you.

Mr. McCANN. When and by whom were you informed of the position taken by Mr. Walsh of the IATSE, that if any company made a single change in the American Federation of Labor directive in compliance with the August 16, 1946, clarification, that all work would be stopped in the studios, exchanges, and theaters?

Mr. JOHNSTON. I think I was informed of that by Mr. Byron Price, who was chairman of the board of the Motion Picture Producers Association in Hollywood, and my contact with Hollywood.

Mr. McCANN. Mr. Byron Price?

Mr. JOHNSTON. Right. Byron Price, P-r-i-c-e. He is now assistant secretary of the United Nations in New York, but he was at that time chairman of the board of the Motion Picture Producers Association in Hollywood and my direct contact with Hollywood.

Mr. McCANN. Did you have a letter or a telegram from Mr. Byron Price?

Mr. JOHNSTON. I think I had both letters and telegrams and telephone conversations regarding it.

Mr. McCANN. If you have any letters or telegrams from Mr. Byron Price on that subject, will you please furnish them to the committee?

Mr. JOHNSTON. I would be very glad to. I hope somebody is making a note of all these things, so that I will not forget them.

Mr. McCANN. Did you receive a telegram from the producers labor committee on September 3 or 4, 1946, in which they told you that the carpenters and Walsh had given them opposite instructions?

Mr. JOHNSTON. I do not recall whether I received a telegram. I know that I received the information. Whether it was in the form of a telegram or not I do not know.

Mr. McCANN. The minutes show that they were going to send you one and I wondered if you got it.

Mr. JOHNSTON. I do not know.

Mr. McCANN. If you did get it will you give us a copy of that also?

Mr. JOHNSTON. I should certainly be very glad to.

Mr. McCANN. When and by whom were you informed of the ultimatum issued to the producers labor committee on September 11, 1946, by Mr. Cambiano, the representative of Mr. Hutcheson, president of the carpenters?

Mr. JOHNSTON. I think probably I got that information from Mr. Price also, because he was usually my source of information in Hollywood.

Mr. McCANN. Will you check your records there and see what you have on that and furnish it to us?

Mr. JOHNSTON. I would be very glad to.

Mr. McCANN. The ultimatum of Mr. Cambiano and the threatened action by Mr. Walsh put the producers on the horns of a dilemma, did it not?

Mr. JOHNSTON. It certainly did.

Mr. McCANN. What action did you take upon receiving the conflicting demands?

Mr. JOHNSTON. I went to see Mr. Green of the A. F. of L. and talked to him.

Mr. McCANN. Where did you see Mr. Green?

Mr. JOHNSTON. Washington, D. C., as I recall it.

Mr. McCANN. You did that first?

Mr. JOHNSTON. Yes. Then I talked to Mr. John L. Lewis, because I knew of the friendship between Mr. Lewis and Mr. Hutcheson. Then I finally talked to Mr. Hutcheson personally.

Mr. McCANN. Where did you see him?

Mr. JOHNSTON. I talked to him on the telephone. I could not reach him for several days because he was on a vacation in Wisconsin. Finally when he arrived in civilization again his secretary had him phone me and I talked to him. I told him the plight the producers

were in. I urged that he sit down with Mr. Walsh, with Mr. Green, and with me or anyone else that he wished, and see if we could not resolve the difficulties and come to a mutual understanding and agreement.

Mr. McCANN. Now all of that was before or after you called the meeting of the presidents in New York?

Mr. JOHNSTON. Before.

Mr. McCANN. When did you call the meeting of the presidents in New York?

Mr. JOHNSTON. I think it was called probably on the 11th; I am not sure. We met on the 12th. I am not sure of the date that we called it, frankly.

Mr. McCANN. It was between the 16th of August and the 11th or 12th of September that you saw Mr. Green and Mr. John L. Lewis and tried to get Mr. Hutcheson; is that correct?

Mr. JOHNSTON. Yes; between those periods I went to Hollywood. I was in Spokane, Wash., on August 16 and thereafter for a few days. I then went to Hollywood after I heard of this difficulty and met with several of the people there and discussed the matter with them.

I then flew east. I got back here the latter part of August. I cannot tell you the exact date but it was around the 28th or the 29th of August. I then saw Mr. Green, Mr. Lewis, and talked to Mr. Hutcheson. Mr. Hutcheson refused to sit down with Mr. Walsh on the problem. I then called a meeting of the presidents in New York for consideration of the subject.

Mr. McCANN. What date did the meeting of the presidents take place in New York?

Mr. JOHNSTON. September 12, I believe.

Mr. McCANN. Who was present?

Mr. JOHNSTON. Well, as I recall it, almost everyone was present.

Mr. McCANN. Well, I am very anxious to know because so many of them have said, "I wasn't there." Now, I would like to know who was there.

Mr. JOHNSTON. Well, I will have to get you that list, Mr. McCann. I do not have it with me. I think I can produce a list of who was there.

Mr. McCANN. You are a man of very remarkable memory and I wish you would try to tell us from your memory who was present at this meeting in New York.

Mr. JOHNSTON. Well, Mr. Schenck was there.

Mr. McCANN. Nicholas?

Mr. JOHNSTON. Nicholas Schenck of M-G-M; Mr. Balaban, president of Paramount. I think that Mr. Michaels was there, executive vice president of Twentieth Century-Fox.

Mr. McCANN. Was not Spyros Skouras there?

Mr. JOHNSTON. I do not believe he was. I think he was out of the country; I am not sure. I do not recall him there. I recall Mr. Michaels because he objected very strongly to my opinion that the studios should be closed, so I recall his presence for that reason.

Mr. McCANN. Who was that that objected so strenuously?

Mr. JOHNSTON. Mr. Michaels.

Mr. McCANN. Proceed.

Mr. JOHNSTON. I think Mr. Jack Cohen of Columbia was there; Mr. Ned Depinet was there of RKO. I am not sure who represented Warner, but I think Major Warner did, one of the Warner brothers.

Mr. McCANN. You think one of the Warner brothers was there?

Mr. JOHNSTON. I think Major Warner was there, but it is very difficult, Mr. McCann, for me to remember accurately who was there; that is, the 10 or 15 people. I am quite sure I can give you a list of the people who were there, if you wish it.

Mr. McCANN. Will you tell us, was Mr. Yates there?

Mr. JOHNSTON. No, he was not.

Mr. McCANN. Mr. Ranson, was he there?

Mr. JOHNSTON. I do not think Mr. Ranson was there. I think he was on the coast.

Mr. McCANN. Was Samuel Goldwyn there?

Mr. JOHNSTON. No.

Mr. McCANN. Samuel Goldwyn?

Mr. JOHNSTON. No; definitely not.

Mr. McCANN. Albert Warner?

Mr. JOHNSTON. I think he was.

Mr. McCANN. I think we may have to have Mr. Albert Warner testify.

Mr. JOHNSTON. I think the thing to do, Mr. McCann, is to have an accurate list furnished to you.

Mr. McCANN. I wish you would. Were minutes taken of this meeting?

Mr. JOHNSTON. Oh, yes; minutes were taken of all the meetings.

Mr. McCANN. We would like to have a copy of those minutes, sir. Can you furnish us with a copy at once?

Mr. JOHNSTON. Yes; I would be very glad to.

Mr. McCANN. Who keeps the minutes?

Mr. JOHNSTON. Usually the secretary keeps the minutes, and I assume he did in this instance.

Mr. McCANN. And who was the secretary?

Mr. JOHNSTON. In 1946 I believe Governor Milliken was the secretary at that time.

Mr. McCANN. Governor Milliken?

Mr. JOHNSTON. Governor Milliken; yes.

Mr. McCANN. How long will it take for you to get those minutes to us, Mr. Johnston?

Mr. JOHNSTON. I think I could probably get them for you tomorrow. They would be in New York.

Mr. McCANN. That is fine.

At that meeting in New York—and by the way, where was this meeting held?

Mr. JOHNSTON. It was held in the association's headquarters at 28 Forty-fourth Street, New York.

Mr. McCANN. I believe you have already testified that at that meeting the president or producers considered two courses of action: One, to shoot until the sets were exhausted and then close down. Is that correct?

Mr. JOHNSTON. That is right.

Mr. McCANN. Two, to attempt to keep open, as you did on March 12, 1945, and call on the IA to do the "struc" work and to do the best you could?

Mr. JOHNSTON. That is right.

Mr. McCANN. I am reading that, Mr. Chairman. I am reading the language almost word for word that comes from the minutes taken in Hollywood from the producers, and I wanted to check the accuracy of that with Mr. Johnston.

Now, at that time, Mr. Johnston, you had surrendered your power as the labor arbitrator; had you not?

Mr. JOHNSTON. Yes, sir.

Mr. McCANN. So you were just the president of the association with no power to enforce your own judgment?

Mr. JOHNSTON. Not at all.

Mr. McCANN. At that time it was your judgment that the prudent course was to close the studios?

Mr. JOHNSTON. Right.

Mr. McCANN. But after being overruled, was it your opinion, and the opinion of the New York executives, to try the second course and keep open with the help of the IA?

Mr. JOHNSTON. No; that was never my opinion.

Mr. McCANN. That was never your opinion?

Mr. JOHNSTON. No. It still is not my opinion.

Mr. McCANN. Well, in that respect, Mr. Johnston, you are now varying the statement of the minutes which were taken of the meeting in Hollywood. If you will excuse me, Mr. Chairman, I want to read a section from those minutes.

What time did you hold your meeting in New York, Mr. Johnston?

Mr. JOHNSTON. It was in the afternoon. I think it began at 2 o'clock. I am not sure of the hour, but I think that was it.

Mr. McCANN. At that time I believe there was a 4-hour differential between New York and Los Angeles, at least a 3-hour differential; was there not?

Mr. JOHNSTON. Yes; it would be three out there.

Mr. McCANN. I am reading from the minutes of the producers on September 12, 1946, and it states:

It is apparently the opinion of the New York executives and Johnson—and they spell you J-o-h-n-s-o-n——

Mr. JOHNSTON. That is good.

Mr. McCANN (continuing).

To try the second course. If we try this course and call upon IA and they should fail to be able to keep us open, then the IA may attempt to get the federation to settle the matter or adjudicate the matter with the carpenters.

Now, was that latter suggested with you, sir?

Mr. JOHNSTON. The whole statement, as far as I am concerned, is completely erroneous. In the first place, those are not minutes. I don't know who kept them, but they are certainly not certified minutes. In the second place, at no time have I suggested the studios remain open. I have always thought they should be closed in case of difficulty. I have seen those purported minutes. They were not minutes to begin with. I think there were some notes made by Mr. Clark who is now secretary of the organization and I think, if I am not mistaken, they were made after the meeting was closed as simply his ideas of what happened.

Mr. McCANN. Mr. Johnston, we are glad to receive your statement. We are sorry to have to disagree with you because we have records here showing negotiations and Mr. Clark's minutes covering those, right on through the negotiations on contracts where the producers met. He was an employee. They are entitled "minutes," whether they are minutes or not, and you will not question whether the minutes you produce from New York are the minutes of the producers; will you?

Mr. JOHNSTON. No; because those are minutes which are checked afterwards at the next meeting and are read, and any corrections are made, but these were not read.

Mr. McCANN. Bear in mind, Mr. Johnston——

Mr. JOHNSTON. Mr. Clark was not an employee, as I understand it, of the producers association. He was an employee of Mr. Pat Casey.

Mr. McCANN. Bear in mind when I read what I did here that the paragraph before says, "Kahane states," and this paragraph which I read to you is apparently a statement made by Mr. Kahane after communicating, or following your meeting in New York City, as to what the producers committee had decided to do.

Mr. JOHNSTON. I don't know what Mr. Kahane may have said out there, or what was testified to on the stand, but there are plenty of people here in this room who know exactly what my attitude was at the president's meeting and they will all testify to the fact that I have always been for closing the studios in case of jurisdictional disputes. There can be no question about that at all; not the slightest question about it. Mr. Kahane is fairly familiar with my attitude on that, and has been all along, and for him to have made a statement of that kind is completely inconsistent for him, if he made it.

Mr. McCANN. We are glad to have that correction from you. You know that your own position was definite and certain, and that you made it clear to the group there?

Mr. JOHNSTON. Oh, yes; there are too many people in this room who know that.

Mr. McCANN. Will the minutes show just what you said in New York, sir?

Mr. JOHNSTON. I cannot tell you just what the minutes will show.

Mr. McCANN. You did not check the minutes that were taken there?

Mr. JOHNSTON. I usually check the minutes. I do not recall these particular minutes, Mr. McCann, frankly. There can be no question about my attitude on this. It is too well known by everyone in the industry.

Mr. McCANN. Was it your position with respect to the second course of action which you state you did approve——

Mr. JOHNSTON. No; I did not approve any course of action.

Mr. McCANN. You did not approve, personally, that the second course of action which we have referred to several times should be followed?

Mr. JOHNSTON. I think it was the consensus of opinion that that was the course that should be followed. There were some who agreed with me. My position was consistent and adamant that the studios should be closed. I felt we had suffered enough in expense, we had

suffered enough in strife; the only thing to do was to close the studios and let the A. F. of L. fight it out.

I further felt that if the studios closed the A. F. of L. executive council would bring sufficient pressure to settle the dispute, and it would never be settled otherwise.

Mr. McCANN. Now, Mr. Johnston, I want to ask you if it is not a fact that following this Cincinnati meeting—and I want to go back to the 1945 strike—you assumed responsibility at that time for the return of the former employees of the striking unions to the studios and the disposal or removal of the people who had taken their places in the studios?

Mr. JOHNSTON. Yes; in substance. What we agreed to do was to keep the replacements for a 60-day period—in other words, a 60-day period during which the arbitrators were deciding upon the award. At the end of the 60-day period those who were not retained by the award were to be given severance pay, the severance pay to be worked out between the studios and the unions.

Mr. McCANN. Now, as a matter of fact, the painters, the carpenters, and some of those groups were returned to the studios and the people who had taken their places in the studios were removed to keep from having friction in the studios; is that right?

Mr. JOHNSTON. Some of them were removed, but they were continued to be paid, even though they were removed. I think it cost the studios several million dollars to continue to pay these men until the 60-day award had been decided and then give them severance pay thereafter.

Mr. McCANN. Now, did you adopt any different attitude with respect to the machinists out there?

Mr. JOHNSTON. Not at all.

Mr. McCANN. Did you receive a wire dated April 4, 1946, from H. W. Brown, president of the International Association of Machinists?

Mr. JOHNSTON. I think I did. I think I recall receiving a wire.

Mr. McCANN. May I read this wire and see if you recall it?

Mr. JOHNSTON. Surely.

Mr. McCANN. Bear in mind, April 4, 1946, is several weeks after this whole thing is supposed to have been cleared up; is that correct?

Mr. JOHNSTON. That is correct.

Mr. McCANN. It is after the 60-day period.

Mr. JOHNSTON. Oh, yes.

Mr. McCANN (reading):

Information from our Hollywood organization indicates new and serious situation. Recently our people have discovered in the machine shops operated by M-G-M, Warner Bros.' garage, Fox Hills, Paramount general shop, R-K-O, total of 21 people with classifications represented by International Association of Machinists. This group of 21 worked as strikebreakers during strike, some of whom were members of our association and were expelled. Placing these people in positions that should be filled by workers who qualify for membership in our union has created a condition that requires immediate attention. My information indicates your clients are in the corner of and cooperating with the IATSE to detriment of machinists' union. The present tense situation resulting from above-stated situation is not making for peaceful or cooperating labor relations in the set industry. Please advise.

Did you receive that wire?

Mr. JOHNSTON. Yes, I did.

Mr. McCANN. Did you answer the wire?

Mr. JOHNSTON. Yes; I answered the wire, and I also went to see Mr. Brown with Mr. Byron Price and Mr. O'Hara.

Mr. McCANN. How did you settle that situation?

Mr. JOHNSTON. I went to Mr. Green, president of the A. F. of L. I explained the situation to him. I told him it was unfortunate that further difficulty was occurring. Mr. Green told me these people were not in the A. F. of L.; that when they came back into the A. F. of L. perhaps something could be done, but in the meantime nothing could be done on that problem; that we had an A. F. of L. organization in Hollywood. Were we going to try to disrupt that A. F. of L. organization and have labor problems in Hollywood merely to take back machinists?

In other words, because they were not members of the A. F. of L., Mr. Green would have nothing to do with the problem.

Mr. McCANN. In other words, as developed in our hearing out there, the members of the union of the IAM, the International Association of Machinists, virtually got nothing out of the settlement—

Mr. JOHNSTON. Oh, yes; they did. They received their jobs. I don't think any men who were put back to work were ever discharged or let go. Every man who had had a job in the studio when the award was finally made—whatever the date was in March when the strike occurred—all those machinists were put back on the job and had their jobs at the time this particular complaint arose. None of them had been discharged, as I understand it.

Mr. McCANN. Do you know anything about the condition—I don't want to ask you questions that you are not acquainted with—but do you know what the status of the contract between the machinists and the producers at the time of their return to work there?

Mr. JOHNSTON. I do not recall what it was. I don't think I ever saw it, Mr. McCann.

Mr. McCANN. You don't know whether there was a contract in force and effect with respect to the machinists? That it was a closed-shop arrangement between the IAM and the producers, or not?

Mr. JOHNSTON. I do not recall. I remember there was very violent argument by the A. F. of L. that we should not employ new or additional machinists over and above those who had secured their previous employment as a result of the strike.

Mr. McCANN. In other words, Mr. Green was trying to protect those who had identified themselves with an A. F. of L. organization as against the IAM members?

Mr. JOHNSTON. Right.

Mr. McCANN. Did you have any other meetings of the presidents in New York on the Hollywood strike in 1946?

Mr. JOHNSTON. I think, Mr. McCann, there were several meetings on this problem, but they were mainly meetings of progress. In other words, we had meetings on other subjects, then the question of the Hollywood strike obviously would always come up—what progress was being made, and so forth and so on.

Mr. McCANN. Mr. Johnston, will you furnish us with a complete copy of your minutes of your meetings with the presidents in New York from August 1 to October 1, 1946?

Mr. JOHNSTON. All right, sir, I would be happy to.

Mr. McCANN. Thank you very much.

Now, Mr. Chairman, I have not received any questions to ask on behalf of the lawyers, other than Mr. Cobb. If any of the lawyers over there who may have questions will bring them over to Mrs. Locher, I will turn the examination over to you.

Mr. COBB. Mr. Chairman, I withdraw the questions that were submitted to counsel.

Mr. KEARNS. Mr. Johnston, at the top of page 2 of your statement you say:

In the bitter interunion feuds, the workers become the victims in the maneuvers of labor leaders, and the producers are always caught in the middle.

You are more or less insinuating there that in order to operate, it is necessary to make a deal with somebody in order to do business; is that correct?

Mr. JOHNSTON. No; I don't think I would infer it would be necessary to make a deal with someone.

Mr. KEARNS. Well, to get a contract with someone, we will use that term.

Mr. JOHNSTON. Well, of course, with every labor union you have a contract with them; usually once a year, if you make that kind of a deal.

Mr. KEARNS. There are some unions out there without a contract.

Mr. JOHNSTON. Very few.

Mr. KEARNS. But there are some without a contract.

Mr. JOHNSTON. Very few, but usually we have a contract. Semantics of the word "deal" implies something under the table, and I do not think that is essential to operate with unions at any time.

Mr. KEARNS. But you had to do business with somebody in order to keep the studios open then?

Mr. JOHNSTON. Of course.

Mr. KEARNS. Now, you mentioned this three-man committee had 60 days in order to produce. Was that 30 days or 60 days?

Mr. JOHNSTON. My understanding was it was 60 days. I may be incorrect.

Mr. McCANN. Mr. Chairman, the first 30 days were given to the unions in Hollywood to try to adjust their own differences, and if they were not able to adjust them within the first 30 days then the three-man committee was to come in and permanently adjust them during the next 30 days.

Mr. JOHNSTON. That is right, Mr. Chairman, it was a 60-day period.

Mr. KEARNS. You are naturally familiar with the way the three-man committee operated and the limited number of trips they took to the studios to decide the jurisdictional lines of dispute there?

Mr. JOHNSTON. I purposely stayed out of that, Mr. Chairman. I did not go to Hollywood. I did not talk at any time to any of the three members on the committee, nor did I talk at any time to the warring presidents of the international unions involved. I felt this committee of three should have a free field to make their decision, without any discussions or without any intimated pressure from me. So I had no knowledge of what they did.

I did not discuss it with them either before or after, Mr. Chairman.

Mr. KEARNS. You were also aware of the fact that the carpenters were doing the exclusive millwork and trim work prior to the directive?

Mr. JOHNSTON. Yes, that is right.

Mr. KEARNS. There was a statement made here about the 350 jobs of the carpenters involved there, made by Mr. Mannix, as you will recall.

Mr. JOHNSTON. Yes.

Mr. KEARNS. I think the testimony while we were on the coast correctly proved that Mr. Mannix in making that statement, was thinking of one studio only, namely, Metro-Goldwyn-Mayer; that there were more carpenters involved in the shift than 350.

Mr. JOHNSTON. I don't think so, Mr. Chairman. I believe you are wrong about that.

Mr. McCANN. I am inclined to agree with Mr. Johnston on that, Mr. Chairman. I believe the over-all suggestion was that 350 men in the industry would lose their jobs.

Mr. KEARNS. Only 350?

Mr. McCANN. Yes.

Mr. JOHNSTON. That was one of our points at Miami, Mr. Chairman, when we discussed it with the council. It was the fact that here, you may close down the studios involving 20,000 people, merely over 350 people. It did not seem fair to me that 20,000 people should be thrown out of work merely because somebody could collect dues from 350.

In my opinion the jurisdictional problems are the most unfair things in the world. Why thousands of men should lose employment because somebody wants to collect dues from somebody, is a mystery to me.

Mr. KEARNS. Going back to your statement, on page 7, the statement about closing the studios or keeping them open, why do you feel the opinion prevailed there that it was the best plan to keep them open? I go along on your premise 100 percent.

Mr. JOHNSTON. Well, Mr. Kearns, there is always a difference of judgment between those who have the responsibility and authority and those who do not have it. I am not president of one of these companies. I do not have stockholders. I do not have the financial arrangements that are necessary to be made.

The motion-picture industry is a peculiar industry, as you know. They have these long-time contracts with stars that run into astronomical figures. These contracts must be paid whether the studios are open or not. If the studios are closed and the theaters are closed, it might mean financial bankruptcy to most of these companies in a relatively short time.

Because of that, I think the presidents of the companies involved are taking into consideration the financial responsibility that they have.

Personally, I would close them. I would close them, because I think the thing would be settled in a relatively short time if they were closed. I think public opinion, public pressure, would make these men get in a room some place, sit down, and get this thing settled.

I may be wrong. Maybe public opinion would not do it. And I, with no financial responsibility—it is easy for me to say that I would close them, and I would. That has been my constant, reiterated demand almost, to them.

I, as I say, have neither the financial or moral responsibility for 25,000 employees and to the stockholders, and so on.

Mr. KEARNS. It would be more or less your opinion that the industry could stand closing down in the face of the business?

Mr. JOHNSTON. I thought they felt they could not afford to close down. Some of the companies, and one in particular, I believe, had no produce to show. If the studios closed, they would have nothing to show. They had no inventory, no product to show around the country.

The result would be very deleterious, so far as their financial condition was concerned. It is quite different than the ordinary business that can close where probably the only expense involved is a few top executives, the rent, and perhaps a few pieces of fixed overhead.

But in the motion-picture business you have a tremendous overhead which constantly goes on, whether you are closed or open.

Mr. KEARNS. What was the rate of production at that time when you were forced to those decisions?

Mr. JOHNSTON. I cannot tell you, Mr. Kearns; I do not know.

Mr. KEARNS. Would it be greater than it is right now?

Mr. JOHNSTON. Yes, I think it was greater than it is right now.

Mr. KEARNS. Do you have any questions, Mr. Owens?

Mr. OWENS. Yes, I would like to ask a couple of questions of Mr. Johnston.

I am coming in here a bit fresh, Mr. Johnston. I do not know all of the background of this situation.

Mr. JOHNSTON. I hope you are just as fresh as I am.

Mr. OWENS. But I am certainly interested in the subject matter. I particularly marked one thing you mentioned here during the course of your talk where you said you would require unions to arbitrate. Just what did you mean by that?

Mr. JOHNSTON. I think we should have legislation demanding, requiring that all contracts between employers and employees have a provision in the contract requiring arbitration of jurisdictional disputes; arbitration of the clauses of the contract. Not only jurisdictional disputes, but any term of the contract.

Now, that is quite different than compulsory arbitration. I am not for compulsory arbitration. Compulsory arbitration means that you must have a compulsory settlement of wages, hours, and working conditions. In other words, a compulsory settlement of the contract itself. I am opposed to that.

But when a contract has once been entered into, then it seems to me the contract should contain within it clauses which will be determined by an arbitration group. Any other type of contract, Mr. Owens, that we enter into is enforceable in the courts. In other words, it contains within it the germs of its own enforcement, but a labor contract is not that way.

It is true, a labor contract may be enforceable in the courts, but it is a long process. The plant is closed down for months and maybe years waiting for it to be determined. No business and no group of men can take that; financially they cannot take it.

Furthermore, in a free country—and I hope we always remain this way—you cannot make a man work against his will.

Therefore, it seems to me, we should have in all labor-management contracts, a provision requiring arbitration of the terms of the contract that has been entered into. It is the same thing as though we went to court to enforce an ordinary contract.

I am very definitely of the opinion we should have that in all contracts, whether it be in Hollywood, or any place else.

Mr. OWENS. Well, I believe what you are speaking of is something that we discussed almost a year ago which you classed as final technical adjudication.

Mr. JOHNSTON. Right.

Mr. OWENS. Rather than compulsory arbitration.

Mr. JOHNSTON. I think I used that term before you a year ago, Mr. Owens.

Mr. OWENS. What I was thinking of in this situation was the matter of unions, where you use the words "require unions to arbitrate." I thought you meant instead of speaking of a situation between management and an individual union, that you were speaking of one between different unions or branches of the same union.

Mr. JOHNSTON. I am. I am speaking of contracts between unions; between branches of the same union, or between management and labor. I think they all should be settled without violence and without a picket line. They should be settled by arbitration.

Mr. OWENS. Well, when you make your contracts, do you make them with all of those groups at the same time, or do you make them separately?

Mr. JOHNSTON. No; they are made separately, but that still would not prevent our inserting a clause stating that any dispute arising under this contract, irrespective of what it might be, must be settled by arbitration.

Mr. OWENS. Yes; but if you were dealing with five different unions——

Mr. JOHNSTON. It still would not make any difference, Mr. Owens.

Mr. OWENS. But your trouble out there, it appears to me, is between the unions themselves, is that right?

Mr. JOHNSTON. I understand that in this contract the unions would have to settle their problems amongst themselves by arbitration. I proposed, and it was accepted by Mr. Sorrell, and I think by Mr. Walsh tentatively, that in the future contracts in Hollywood would contain a provision for the arbitration of any jurisdictional disputes. Mr. Sorrell, I believe, agreed to that.

Mr. Walsh agreed to it only tentatively. He agreed to it only if the other international presidents involved would agree to it.

In other words, he said Mr. Sorrell is not an international president, but if Mr. Lindelof, who is the president of the painters' union, and who Mr. Sorrell represents, and if the other international presidents, Mr. Hutcheson, Mr. Brown at that time, Mr. Tracy today, and others would agree, he was willing to go along, but he was not willing to go along unless the president agreed to it.

So I think if you could once get over this hurdle, if you and your committee could settle this problem, Mr. Chairman, as I know you are endeavoring to do, then it seems to me there is a fair chance of getting arbitration in contracts in Hollywood.

Mr. OWENS. I am just wondering if we are not over it already. Let us see. At that time you are mentioning, approximately a 10-day period of arbitration. In the law we have given you 60 days, have we not?

Mr. JOHNSTON. Well, that is quite different, Mr. Owens. That is quite a different program. We have to go to the NLRB which is a long, slow, slow process. In the meantime the picket line forms and you are on strike.

Mr. OWENS. But a picket line will not form in the 60 days.

Mr. JOHNSTON. But it will form immediately thereafter, if NLRB has not rendered a decision.

Mr. OWENS. It would form immediately after the 10-day provision you were talking about last year, would it not?

Mr. JOHNSTON. No; because if the unions involved could not settle it within 10 days, then it would go to a permanently paid arbitrator chosen by the union and management, who would then settle, and his decision would be binding and final upon all parties involved. There would not be an opportunity for picket lines.

Mr. OWENS. Well, of course, now you are talking about the fact that in order to succeed you would have to be able to make the contract with the unions as to the terms and conditions, because if you were not merely having an arbitration of the terms and conditions you would have to have arbitration as to what the terms and conditions would be. Which is it going to be?

Mr. JOHNSTON. I would not have that at all, Mr. Owens, I would not have arbitration as to the terms and conditions of a contract, never. That is compulsory arbitration, which I am opposed to.

After a contract has been entered into, after a contract has been made, then I think you should have arbitration as to the terms and conditions of the contract.

Mr. OWENS. Are you indicating to me that you cannot function through the National Labor Relations Board?

Mr. JOHNSTON. I am intimating to you it is impractical to function in the way that we are attempting to function at the present time. I think the law should be amended to have arbitration of the terms and conditions of a contract.

Mr. OWENS. You have a contract with a certain union to do certain work, or unions, is that true?

Mr. JOHNSTON. That is right.

Mr. OWENS. And they are arguing with each other as to who has jurisdiction, is that correct?

Mr. JOHNSTON. That is right.

Mr. OWENS. What would there be to prevent you from going to general counsel and asking him to take care of that situation by an injunction?

Mr. JOHNSTON. There is nothing to prevent it, under the Taft-Hartley law, except the time involved, the length of time involved in the dispute itself.

Mr. OWENS. Well, it would not take very long to solve that problem. That could be solved in 5 days as a temporary proposition, and from that time on it could be solved permanently.

Mr. JOHNSTON. But you still have not solved the problem.

Mr. OWENS. But you have at least stopped the difficulty and have put men back to work.

Mr. JOHNSTON. You have stopped the difficulty momentarily, but you have not solved the problem. You can go along with that scheme for a long time, but there would still be conflict, work stoppages,

and slow-downs, without a settlement of the difficulty. In my opinion you must settle the difficulty. The unions involved must settle it or must agree that someone else could settle it for them.

Mr. OWENS. Certainly, when you have gone along for 2 years and you haven't attempted to make any use of what we have given you, I don't think there is much more we can do. Haven't you made any attempt to use the National Labor Relations Board at all under the new law?

Mr. JOHNSTON. Well, in the first place I think you should know, Mr. Owens, that this dispute was in effect for almost a year before the Taft-Hartley Act became a law.

Mr. OWENS. I know. It was in effect about 8 months or more when you were testifying before us a year ago.

Mr. JOHNSTON. That is right. It was in effect almost a year before the Taft-Hartley Act became a law.

Mr. OWENS. That would not change it any. You could still operate as soon as it became a law.

Mr. JOHNSTON. Our legal counsel advises me there are questions of employment of people who were then on the job. What happens to those who were on the job at the time this strike occurred in September, 1946? What provision is going to take care of them?

In other words, it is a complicated legal problem which our counsel has advised me they cannot successfully get alleviation of their difficulties through the Taft-Hartley law.

Mr. OWENS. I heard that recently in the musical situation, the same argument on FM, but I notice a few days later it was stricken out. I called attention to the fact that in my opinion there was no difficulty. The same situation exists here. You are telling me you have made no attempts to go to general counsel and ask him to secure an injunction?

Mr. JOHNSTON. I am not handling the legal problems involved, Mr. Owens.

Mr. OWENS. If you haven't done that, I have no more questions to ask, because until you prove that that isn't going to take care of your problem, I certainly would not be one to attempt to make any further change in the law.

Mr. JOHNSTON. Mr. Owens, I think what you should do is to talk to our legal counsel, whom you are going to call to the stand, and I think they can explain the legal difficulties involved, which I am not able to do. I think they will be able to explain it to your satisfaction.

Mr. OWENS. I would be pleased to have them do it.

Mr. JOHNSTON. In the meantime, if you could settle this problem as you have the musical problem, in the next few days, I think you will have the heartfelt blessing of all industry, and I think all labor, too.

Mr. OWENS. We did not settle the music problem necessarily, but that one point I call attention to was settled. That was the point involving legal interpretation.

Mr. KEARNS. Mr. Johnston, you realize what everybody is up against in this situation is replacements. As I understand your production level, you do not have enough work to take these people back if the strike was settled? You do not have jobs for them; is that correct?

Mr. JOHNSTON. Production is down now.

Mr. KEARNS. Right at the moment?

Mr. JOHNSTON. Yes; right at the moment it is down now.

Mr. KEARNS. Mr. Counsel, do you have questions?

Mr. McCANN. Yes; I have some questions from counsel present.

The first question is proposed by Mr. Burt Zorn, counsel for the producers. This is the question, Mr. Johnston:

Did not Mr. Hutcheson, as reported to you in his meeting in New York in March 1945 with Mr. Walsh and Mr. Schenck, insist that he wanted jurisdiction over all woodwork, wood substitutes, and wood-working machinery, that is, the work of the IATSE prop-makers?

I want to call your attention to the fact that this is a hearsay question, but I will give you a chance to answer it.

Mr. JOHNSTON. I was not there, of course, Mr. McCann, as you stated. I was not in the industry at that time, but that was in substance the statement I have heard made repeatedly by all parties involved in the dispute. I do not think Mr. Hutcheson has even denied that to me in my conversations with him.

Mr. McCANN. There are four or five questions I have not had a chance to read as yet, by Mr. George E. Bodle, who represents the painters at Hollywood:

If producers played a neutral role, how do you explain the fact that Producers' Labor Committee, in concert with IATSE officials, planned every step leading up to mass discharge of September 23, 1946?

Mr. JOHNSTON. Well, I do not agree that they did plan every step. As a matter of fact, in the conversation which I had with Mr. Walsh prior to September 12, 1946, Mr. Walsh told me as far as he was concerned, close the studios. He would prefer to see them closed rather than attempt to provide any men. That was at the time I was trying to get Mr. Hutcheson and Mr. Walsh to sit down together.

There was at no time, so far as I know, any planning.

Mr. McCANN. That was the first time we have heard that statement. I am glad to get that in the record.

When did that conversation with Mr. Walsh take place?

Mr. JOHNSTON. Sometime in the early part of September 1946, when I asked that Mr. Walsh sit down with Mr. Hutcheson. Mr. Walsh said he would be glad to do so; that if there was trouble out there, so far as he was concerned he did not care if we closed the studios.

Mr. McCANN. He told you that?

Mr. JOHNSTON. That is right. Mr. Walsh is here and I presume he can corroborate that testimony.

Mr. McCANN. Did you attend a meeting of April 5, 1947?

Mr. JOHNSTON. That was the meeting in New York, was it not?

Mr. McCANN. I am not sure.

Mr. JOHNSTON. Yes; I attended that meeting.

Mr. McCANN. Who was present?

Mr. JOHNSTON. Oh, gee, almost everybody was there. A great many people were there. I think the presidents of the company were there, and most of the producers flew in from Hollywood.

Mr. KEARNS. You may furnish the list.

Mr. JOHNSTON. Yes; we would be glad to furnish the list, if you wish.

Mr. McCANN. Do you recall that Walsh and Brewer were present and that the question of negotiation with carpenters were discussed with them?

Mr. JOHNSTON. In the meeting which I attended which was on a Sunday—if that is the meeting you referred to in New York—I flew up to the meeting on Sunday—Mr. Walsh and Mr. Brewer were not in the meeting that I attended. I do not believe they were in the meeting at any time during the progress. I think we made some decisions. The meeting was primarily called over a threatened strike on the part of the actors. The meeting was to discuss the actors' contract and what terms and provisions it should contain.

During the course of the meeting the problem came up of the carpenters. I do not recall the discussion because, as I remember, it was not a very lengthy one.

Mr. McCANN. Do you recall anything about it? I do not recall having read anything in the record on it.

Mr. JOHNSTON. No, Mr. McCann; I frankly do not. I do not remember that I said anything at the meeting at all except to introduce the manager—the new manager of labor relations in Hollywood—Mr. Charlie Boren. I introduced him to the group and other than that I do not think I spoke at the whole meeting. There was nothing I had to say. Mr. Walsh and Mr. Brewer were not at that meeting which I attended.

Later I think some of the group informed Mr. Walsh and Mr. Brewer that we could enter into no agreements with them in any form, shape, or manner, but I was not present. It was not at the general meeting that that took place.

Mr. McCANN. I wonder, sir, if you would furnish me with a copy of those minutes of the meeting of April 5.

Mr. JOHNSTON. Yes; if there are any, I would be happy to furnish them. It was not a regular meeting of the board of the Motion Picture Association and I am not sure minutes were kept, but if they were I would be glad to furnish them.

Mr. McCANN. Did you know that the War Labor Board took jurisdiction of the dispute between the set decorators and producers and held that by the terms of the contract between the society, which the set decorators were then called, and the producers, the producers were legally bound to recognize and deal with the set decorators in their new affiliation?

Mr. JOHNSTON. No; I do not think I recall that, Mr. McCann.

Mr. McCANN. You do not recall?

Mr. JOHNSTON. No.

Mr. McCANN. I believe that has been developed by our record in Hollywood.

Mr. JOHNSTON. Yes; undoubtedly you have the records on that.

Mr. McCANN. Did you know that E. J. Mannix testified that the painters had no jurisdictional problems in Hollywood?

Mr. JOHNSTON. No; I am not familiar with that.

Mr. McCANN. Were not a number of machinists laid off and replaced by members of the IATSE and Teamsters after the directive of the American Federation of Labor for them to go back to work, and after the decision of the three-man committee on December 26, 1945?

Mr. JOHNSTON. I was informed to the contrary. I was informed by Mr. Price that none were laid off. I was not in Hollywood; I was in Washington. As I have said previously, my information came principally from Mr. Price.

Mr. McCANN. Did not the IAM file charges against producers with the NLRB alleging discriminatory discharges?

Mr. JOHNSTON. I am not sure of that; I do not know.

Mr. McCANN. So you would not know what the results were?

Mr. JOHNSTON. No; I would not.

Mr. McCANN. Mr. Chairman, that concludes the questions proposed by counsel for the producers and representatives of labor present.

Mr. KEARNS. Mr. Owens has another question he would like to ask.

Mr. OWENS. I do not want to be unfair on that matter, Mr. Johnston. I was thinking possibly I better ask you a few more questions to see if we can clear this up.

Your suggestion is that we place something in the law which would bring about this final technical adjudication, as we called it before, between management and the unions. Just how could we do that in the law without stating that they had to have certain terms in their contracts and in that way practically have compulsory arbitration of the terms of the contract?

Mr. JOHNSTON. Simply state that all the contracts signed by management and labor must contain a provision for the final adjudication of the terms of the contract.

Mr. OWENS. Well, then, you are forcing—you are now interpreting that we of Congress must say you must insert a certain term in the contract.

Mr. JOHNSTON. They must insert a certain term, yes; you are correct about that. The term of the final adjudication of the terms of the contract, but all contracts explicitly contain that term now, all except labor contracts.

Mr. OWENS. I remember clearly that you said there should not be any interference by Government in management and labor.

Mr. JOHNSTON. That is right.

Mr. OWENS. I agreed with you. In fact, I remember in Chicago I agreed with a man when he made that statement, and they had my statement agreeing with him on something else. They got a couple of sentences twisted.

But wouldn't Government be interfering there if they are telling them what terms they had to place in their contract?

Mr. JOHNSTON. Not at all, Mr. Owens. I am opposed, as you are, to compulsory arbitration, which, by compulsion, determines what the working conditions and the wages of the contract may be. I am opposed to that. I do not think that in a free state we can have compulsory arbitration of a contract because that then becomes, in my opinion, slave labor.

I think when a contract has once been voluntarily entered into between the contracting parties, then there should be a provision in the contract which will settle and adjudicate the terms of the contract itself. When that contract expires, of course a new contract must be made, and there is nothing then which would dictate the terms or conditions of the contract which would be made, except that it would

again contain a provision for the final adjudication of disputes arising under the contract.

MR. OWENS. If we are going to go that far we would not have to tell them to put it in the contract; we would just simply say in the law that all contracts are to be interpreted to have that provision in there.

MR. JOHNSTON. That is all I am suggesting to you.

MR. OWENS. In that way we would not be telling them what they have to have in their contracts.

MR. JOHNSTON. That is exactly what I am telling you.

MR. OWENS. Just how would that cure your proposition? You have trouble out there. Is this trouble with your people a matter of jurisdiction concerning dues, or is it respecting work, or what?

MR. JOHNSTON. I think in the final analysis it is regarding dues, but, of course, it may be both. If there was a provision in the contract by which we could set up an arbitration committee to settle these jurisdictional disputes before there was any trouble, before they could strike, usually these things can be settled in a few days, if they are taken in time, but if you wait for weeks or months, they become solidified and jelled, and it is very difficult.

What I had proposed, and what Mr. Sorrell agreed to, was that there would be a provision in all future contracts setting up a permanent paid arbitrator, to be paid partly by the union and partly by management; that the unions, if a dispute arose as to whether the soap bubbles put in the bath tube should be put in by the plumbers' union or should be put in by the cleaners' union, that immediately the unions would have 10 days to settle the problem themselves.

If they did not settle the problem, it would be certified to this paid arbitrator who, within a period of 20 days, would make a final adjudication of the problem, and his decision would be binding upon all parties involved.

The dispute has not been jelled. There are a lot of recriminations between all parties involved, but when you let a problem such as carpenter work or trim work go for a period of 20 years, as it has in Hollywood, then there are all kinds of recriminations, dislike, and hates between the parties involved.

In many instances, as a matter of fact, in my contacts in Hollywood, they themselves did not know what the difficulty was. I talked to leaders in Hollywood who themselves ascribed certain reasons for the strike, which I am sure had nothing to do with the strike, simply because of previous hates, prejudices, and previous positions.

Those things must be avoided, in my opinion, and the only thing to do is to settle them at the time they occur.

Unless the union involved agreed to this arbitration, which I think they might at some future time, but unless they agree to it, I think Hollywood is in for continual jurisdictional problems over a protracted period of time, Taft-Hartley law or no Taft-Hartley law.

MR. OWENS. When we were talking last year I recall somewhat the same situation. I said: "Why cannot we arrange to have that arbitrator a Federal man, have them go to him? Why do you have to have your own paid men there handling it?"

I think there we had some disagreement also; did we not?

Mr. JOHNSTON. I would prefer that we pay our own man, because then the union would have the opportunity of picking their own man. If he is a Federal employee, they have no opportunity to pick him. They might get a man who is completely disfaithful to them.

It is much better, in my opinion, if the union has an opportunity to help select the man who is finally going to adjudicate on their arbitration difficulties.

Mr. OWENS. Well, knowing human nature as we do, once a man like that seems to be agreeable to both sides, he will be agreeable for 1 year, and then he will not be agreeable after that.

Mr. JOHNSTON. Now, Mr. Owens, that is not true. For instance, the paid arbitrator for disputes at General Motors has been there for a long time. I think it has worked out eminently satisfactory.

I can give you a number of other illustrations where paid arbitrators have been on the job for a protracted period of time.

As a matter of fact, they are more loved and revered now than they were when they were originally hired.

Mr. OWENS. Now, just one more thing. After the law was passed last year in June, why couldn't you have planned, at least when you have the law, so planned your problems that on August 22 the problem would have gone to the Board, and you at least would have had it settled by this time?

Mr. JOHNSTON. I would like to have you ask legal counsel that. It deals, as I understand it, with the fact that the strike occurred almost a year previously and men are involved in it who had nothing to do with the previous law.

Furthermore, the law requires there shall not be a closed shop, and we have closed shops in Hollywood. There we get into another difficulty.

Mr. OWENS. The law does not mention closed shops at all, does it?

Mr. JOHNSTON. Oh, yes; it does.

Mr. OWENS. It just merely says the employer shall not discriminate by encouraging or discouraging membership in unions and then provide the method which is called union shop, but we do not use the words "union" or "closed shop."

Mr. JOHNSTON. You may not use the words, Mr. Owens, but it essentially is the closed shop. They have another problem in Hollywood. I would like to have the legal people tell you about that.

Mr. OWENS. What did you do, make a contract before August 27?

Mr. JOHNSTON. Right.

Mr. OWENS. Which you have a right to do, but were they made with all of the unions?

Mr. JOHNSTON. Yes; they were made with all of the unions, as I understand it.

Mr. OWENS. Still you had that contract and the trouble continued?

Mr. JOHNSTON. That is right.

Mr. OWENS. Those were some contracts, weren't they?

Mr. JOHNSTON. I have been advocating consistently, Mr. Owens, a provision for permanent arbitration of jurisdictional disputes in Hollywood to be in all contracts. So far I have not been successful. I say this with great regret because I think it would have solved our problem had we been able to do so.

I again say with regret that one of the stumblingblocks is that my friend Mr. Hutcheson, who has, so far as I know, refused to agree to such a provision. Mr. Sorrell has; Mr. Walsh has tentatively. I think Mr. Lindelof—I have not talked to him directly about this, but I believe I have heard he would be willing to do so. In other words, if that could be worked out, I think we could get over our difficulties, but we have not been able to work that out yet.

Mr. OWENS. Mr. Hutcheson has always believed in the economic power of the union, rather than the law.

Mr. JOHNSTON. You know as much about that as I do, Mr. Owens.

Mr. OWENS. Well, he appeared before us and testified. He was the one man honest enough to say that he would just as soon not have any law on the books because he believed in the economic power of the union rather than the law. That appears to be your difficulty out there right now, doesn't it?

Mr. JOHNSTON. With the great power of labor unions I think the law of the jungle, the tooth and the claw, has to be removed. I think there are other things to be substituted today.

I am all for unions, but I think they have to recognize their responsibility to the public and to the workers.

Mr. OWENS. It is pretty difficult for me sitting here even up to this time to find out just where the blame lies. I generally can't do that in the course of a couple of hours.

Mr. JOHNSTON. Mr. Owens, I have been in this business 2 years, a little over 2 years—2½ years, almost—and I can assure you it is an extremely complicated matter which runs back many, many years. You can hear almost as many stories on it as different people you want to listen to.

All I can assure you is this: That as far as I personally am concerned in this procedure, I have made every effort I could make to settle it. I have gone to the A. F. of L. council itself in two instances to settle it, and have been unsuccessful in doing so.

Union politics have interfered. The desire for power has interfered.

I do not know of anyone who can settle this problem, unless there is some law requiring us to settle, requiring the unions themselves to settle.

In other words, in a business which is as well paid as the workers are in Hollywood—because in most instances they receive higher wage scales in the same craft than they do in the city of Los Angeles—but in an industry which is as highly paid as this and where the work is not too arduous—I think all will agree to that in most instances—there is always the desire to get the other fellow's job, particularly when new processes and new methods and new techniques and new materials are constantly being introduced, as they must be in the form of entertainment.

What we do today is done differently tomorrow. That brings in another whole group of people as to whether they shall or shall not do that. Then you have trouble and disputes. They have not been settled. They have run for years.

Mr. OWENS. In other words, you had those difficulties even before the Wagner Act was passed?

Mr. JOHNSTON. Oh, of course, they went way back into the twenties.

Mr. OWENS. And you had them during the time the Wagner Act was in effect?

Mr. JOHNSTON. Right.

Mr. OWENS. And you still have them now?

Mr. JOHNSTON. We still have them now.

Mr. OWENS. In other words, the new law did not have a thing to do with causing them?

Mr. JOHNSTON. That is right.

Mr. OWENS. And up to this time because it has not been utilized, it has not had anything to do with changing them?

Mr. JOHNSTON. That is right.

Mr. OWENS. But you feel even a more stringent law should be passed to take care of this situation?

Mr. JOHNSTON. This is only my personal point of view. I am not speaking for the industry.

As I testified before your committee a year ago, in my opinion you are going to have to have eventually some form of adjudication of the contract within itself. You mentioned it a moment ago and a very excellent suggestion it was. I think that should be done.

It is a quick, simple, easy method. It is not compulsory arbitration in any form, shape, or manner. I think if your law had contained such a provision, we could have settled this strike in Hollywood by this time. Others may disagree with me, Mr. Owens. I am simply giving you my opinion.

Mr. OWENS. I think the words you use "final technical adjudication" would describe it. Finally placing in the law a statement that there would be a sentence in the contract to the effect that there would be a construction of that contract by an arbitrator to make a final decision in the matter, would be the proper way.

Mr. JOHNSTON. Right. As a matter of fact, I presented to you a year ago a tentative wording for such a provision. You probably will find it. I probably testified for the Committee for Economic Development, the CED, and that was their recommendation.

Mr. OWENS. Thank you.

Mr. KEARNS. Mr. Johnston, I want to thank you for your fine testimony. I also want to commend you for the decision you made at the time you made it, and for holding to that decision to the present date. I think you were perfectly right, and I believe had that happened, there would have been peace today.

We will stand adjourned until 2 o'clock.

(Whereupon, at 12:30 p. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

(The subcommittee reconvened at 2 p. m., at the expiration of the noon recess.)

Mr. KEARNS. The hearing will please come to order.

Mr. McCANN. Mr. Chairman, the first witness will be Mr. Paul Dullzell, president of the Actors and Artistes of America.

Mr. Dullzell, will you take the stand over there, hold up your right hand and be sworn, please?

**TESTIMONY OF PAUL DULLZELL, INTERNATIONAL PRESIDENT,
ASSOCIATED ACTORS AND ARTISTES OF AMERICA; EXECUTIVE
SECRETARY, ACTORS EQUITY ASSOCIATION, NEW YORK, N. Y.**

(The witness was duly sworn.)

Mr. KEARNS. Will you identify yourself, Mr. Dullzell, and then proceed with your statement, if you have one?

Mr. McCANN. Mr. Chairman, may I ask a few questions before he starts the statement?

Mr. KEARNS. No objection.

Mr. McCANN. Mr. Dullzell, have a seat, please.

For the purpose of the record I would like for you to give us your name, your address, your telephone number, and the position which you hold.

Mr. DULLZELL. Paul Dullzell, international president of the Associated Actors and Artistes of America, 45 West Forty-seventh Street, New York City, telephone Bryant 9-3550.

Mr. McCANN. Would you tell us your other position? I think you hold the position of secretary of the four A's.

Mr. DULLZELL. I am the international president of the four A's and the executive secretary of the Actors Equity Association.

Mr. McCANN. Would you explain that to us so we will have it in the record, sir?

Mr. DULLZELL. The four A's is the international union and the Actors Equity Association is a branch of the Associated Actors and Artistes of America, but I assumed the presidency of the international, oh, 10 years ago, but I still retain my position as executive secretary of the Actors Equity Association.

Mr. McCANN. Now the Actors Equity Association is the association to which all of the legitimate actors belong?

Mr. DULLZELL. That is right, sir.

Mr. McCANN. And the Screen Actors Guild, I believe, has a charter from Actors Equity?

Mr. DULLZELL. No. The Screen Actors Guild has a charter from the Associated Actors and Artistes of America, which is the international body.

Mr. McCANN. What position do you occupy with respect to the Screen Actors Guild?

Mr. DULLZELL. None whatever.

Mr. McCANN. Now would you tell me the method by which your organizations have kept out of labor troubles? Would you tell the committee very briefly what your record of labor disputes has been in the past 20 years?

I think, Mr. Chairman, you would like to have this in the record.

Mr. KEARNS. Thank you.

Mr. DULLZELL. The Actors Equity Association has had one strike in its entire history. That strike occurred in 1919. We have many times been on the verge of a strike but we have never found it necessary to call out our people. We have always found ways and means to arrive at a satisfactory adjustment of our difficulties and our controversies.

Mr. McCANN. Is it not true that in all of your contracts you have a provision calling for arbitration in case of disputes?

Mr. DULLZELL. I would like to amplify that, Mr. McCann, if I might be permitted to do so.

Mr. McCANN. We would like to have it, sir.

Mr. DULLZELL. I think it might be a very interesting sidelight.

The American Arbitration Association, under whose auspices all of our arbitrations are held, really believes that the Actors Equity Association is responsible for the position and the status that it occupies today because the American Arbitration Association in its early days was attempting to obtain clients and the Actors Equity Association was really the first union that accepted voluntary arbitration and built it into our contracts. It has been in all of our contracts ever since. We are very proud of the feeling that the American Arbitration Association has for the Actors Equity Association.

We really did pioneer and we really did lead the way for the other unions who have since considered and adopted arbitration.

Mr. McCANN. Mr. Chairman, the reason I wanted to ask these questions—and I think you will appreciate their importance—is that when you sent me to New York to see Mr. Dullzell several months ago I reported to you I was impressed with the fine background and the excellent record which Mr. Dullzell and his associates showed me with respect to their labor relations. I thought we ought to have this in the record as a background for the testimony which he will give us here as international president of the Associated Actors and Artistes of America.

Mr. KEARNS. How many people does he represent?

Mr. McCANN. Would you tell us that, sir?

Mr. DULLZELL. Something like 80,000. We represent all branches of the entertainment world. We represent the legitimate theater, grand opera, the screen, the radio, the night clubs, vaudeville, the Hebrew Actors Union, the Hungarian Actors, as well as the Italian Actors.

Mr. KEARNS. You know your family, I see.

Mr. DULLZELL. Fairly well, Mr. Kearns; yes, sir.

Mr. McCANN. Now, Mr. Dullzell, I wish that you would turn to the jurisdictional strife in Hollywood and in your own way give us any statement that you are prepared to furnish here. We thank you for coming down. We know it is quite a chore to you and we appreciate your volunteering to do so.

Mr. DULLZELL. I want to help, Mr. McCann, as I think everyone concerned in this unfortunate situation wants to, but they do not seem to be able to do much about it.

I really have not any statement to make regarding the Hollywood jurisdictional war except that it has involved a branch of my international, the Screen Actors Guild, to the extent that it has resulted in the loss of considerable employment. Indeed, I have had cases of hardship brought to my attention where people have really lost their homes.

There has been great violence displayed. The whole thing has been a terrible situation, as far as the motion-picture industry is concerned.

Millions of dollars have been lost in wages and more millions have been lost by producers. I understand there has not been a picture produced under normal conditions in Hollywood for 2 years. We had hoped at the convention of the A. F. of L., in October 1946, that the resolution which the Associated Actors and Artistes of America

were responsible for bringing to the floor of the convention at that time would result in the setting up of machinery that would eliminate the jurisdictional warfare.

But I regret to say that up to now, while the executive council of the A. F. of L. has had it under serious advisement and consideration, nothing has happened. But we still hope, and maybe if we last long enough something will be done about it, but I am not optimistic.

Mr. McCANN. Is it your opinion, sir, that it is desirable for the Congress to provide that after contracts have been entered into in good faith through collective bargaining between employers and employees, the law should require enforced arbitration of disputes that follow between unions as to their work, or as to the terms of the contracts that have been entered into?

Mr. DULLZELL. Well, in answering that, Mr. McCann, I would like to say there is a difference between enforced arbitration and voluntary arbitration.

On behalf of the unions that I represent, I know I can positively say without contradiction that all of the branches of the Associated Actors and Artists of America who have adopted voluntary arbitration would be in favor of any law within those limits that would not only protect those contracts, but would protect the employment of the people that they are supposed to represent.

Mr. McCANN. I think that answers the question, Mr. Chairman.

Now, will you tell us what connection, if any, you had with respect to the Hollywood jurisdictional strife?

Mr. DULLZELL. Well, I had considerable connection prior to the A. F. of L. convention, at the time that the resolution was adopted which I just mentioned. I was called on by the Screen Actors Guild to issue instructions as to what their members should do when this strike situation broke out again after this clarification, so-called, of this arbitration award or directive that was made by the three-member committee of the A. F. of L. executive council.

If I may be permitted I would like to read a telegram which was sent to Mr. Jack Dales, the executive secretary of the Screen Actors Guild, which was a directive from the international—the international being the “Four A’s.” It is not a very long telegram but I think it is understandable.

Mr. McCANN. Would you care to read the telegram which you received from your Screen Actors Guild first?

Mr. DULLZELL. Yes. I have that here also, sir.

Mr. McCANN. Suppose you read that first, sir, and then read the directive which came from the “Four A’s.”

Mr. DULLZELL. This telegram is dated September 12, 1946. It was sent and signed by several people:

The following wire was sent by us to the following people today: Mr. William Green, American Federation of Labor, A. F. of L. headquarters, Washington, D. C.; Mr. John L. Lewis, A. F. of L. headquarters, Washington, D. C.; Mr. William Hutcheson, United Brotherhood of Carpenters and Joiners of America, Carpenters Building, Indianapolis 4, Ind.; Mr. Matthew Woll, American Federation of Labor headquarters, Washington, D. C.; Mr. Dan Tobin, International Brotherhood of Teamsters, 222 East Michigan Street, Indianapolis 4, Ind.; Mr. Felix Knight, Brotherhood Railway Carmen, Carmen's Building, 107 West Linwood Boulevard, Kansas City 2; Mr. David Dubinsky, Garment Workers of America, 45 Astor Place, New York 3; Mr. George Meany, secretary-treasurer, American Federation of Labor, A. F. of L. headquarters, Washington, D. C.:

To the national shame and disgrace of the AFL and the labor movement of the United States, the motion-picture industry is again faced with a shut-down by reason of a jurisdictional dispute between two A. F. of L. internationals, carpenters and the IATSE. Over a quarrel as to jurisdiction of approximately 300 jobs, 30,000 men and women are to be thrown out of work. We understand this situation to arise over a quarrel as to the meaning of the August 16, 1946, addendum to the decision of the three arbitrators which purported to settle this very argument last December. This situation has apparently arisen with the full knowledge of the A. F. of L. executive council. We demand that this dispute be settled in some intelligent manner either by arbitration, by the executive council, or by the A. F. of L. convention, without further embarrassment to the local labor movement and continued disruption of our industry, our work, and our community, and that no strife may be permitted to exist in the meantime. Signed: Screen Actors Guild, George Murphy, Robert Montgomery; Musicians' Union, J. W. Gillette; Hotel and Restaurant Employees, Walter Coleman, international representative; Local 399 Teamsters, Joseph P. Dewey, international representative; Screen Actors Guild, Ed X. Russell; John Dales, executive secretary, Screen Actors Guild.

Now after considerable correspondence and telephone conversation we sent the following telegram on October 2 to Mr. John Dales, executive secretary of the Screen Actors Guild.

The members of Screen Actors Guild should ignore picket lines and live up to their contracts with their employers as this is purely a jurisdictional dispute.

PAUL DULLZELL,

International President, Associated Actors and Artistes of America.

I might say in passing that the members of the Screen Actors Guild, all of the officials of the Screen Actors Guild, have lived up to that directive and have kept or helped to keep the studios—the little that is left—open and running.

MR. McCANN. Now will you tell us what you did after that in connection with the Chicago convention?

MR. DULLZELL. If I may be permitted to read a statement, a summary of testimony that has already been given by representatives of the Screen Actors Guild, who attended this conference at the Morrison Hotel in Chicago. I would like to do so; first, because I believe it will save time and, second, because it coincides with my recollection and my understanding fully and completely.

MR. McCANN. You may proceed, sir. Give the dates, if possible, of your conferences in Chicago.

MR. DULLZELL. The date is October 1946. I do not know the actual day or date but it was during the A. F. of L. convention, as stated here. We met with the three arbitrators in the morning in a parlor on the mezzanine floor at the Morrison Hotel in Chicago during the A. F. of L. convention. Those present at the conference, in addition to the three arbitrators, were myself as international president; Ronald Reagan, Edward Arnold, Gene Kelley, George Murphy, and Pat Somerset, all of the Screen Actors Guild. At the outset of the conference the three arbitrators informed us that they were meeting with us as three individuals; that they had ceased to exist as an official committee or arbitration board as soon as they handed down their arbitration award or directive of December 1945. We told the arbitrators that a strike was under way in Hollywood with great attendance of violence because of a misunderstanding over the clarification of their December 1945 arbitration award, said clarification having been dated August 16, 1946, and having been received in Hollywood purportedly signed by them.

We told them we had come to Chicago to find out what they really meant and to whom they intended to award jurisdiction over the work of set erection. The three arbitrators told us that they had been selected and agreed on by all parties for the committee because none of them had any interests in any work in the studios, and therefore were completely neutral. They said their August clarification was a mistake and never should have been issued.

They added that any additional clarification would be another mistake. They said they had written the August clarification as the result of many months of unceasing pressure on the part of William Hutcheson. They said Mr. Hutcheson wanted "a basket of words" over which he could "haggle" and dispute their meaning. When we asked them what they meant by "pressure," they said that in order to explain that it would be necessary to go into internal politics in the A. F. of L.

They told us that they were ready to resign from the A. F. of L. executive council if the executive council should reverse their December directive. The three arbitrators told us there never was any doubt as to what they meant by their December 1945 directive, and that Mr. Hutcheson knew exactly what they meant. They said that they intended to give jurisdiction over the work of erecting sets on stages, with the exception of mill and trim work, to the IATSE.

We asked the arbitrators if they understood that sometimes a complete set is built from the ground up on a sound stage. They said they knew this and they still intended to give such work to the IATSE.

The arbitrators—and we think it was Mr. Doherty who said this—gave as their reason that the IATSE is a union of workers in the entertainment industry and has always been so historically, and they pointed out that IATSE men could not go outside the entertainment industry to compete in the building trade industry.

The arbitrators told us that "Big Bill" Hutcheson was deliberately flouting the principle of arbitration, the very principle which the "Four A's" representatives had come to Chicago to promote.

That same day, in the afternoon, President Dullzell arranged a meeting with Mr. William Green, president of the A. F. of L. We met in Mr. Green's suite in the Morrison Hotel following the afternoon session. Mr. Dullzell told Mr. Green we had met with the three arbitrators and exactly what the three arbitrators had told us.

We told Mr. Green that we were there to see him on behalf of people who had worked in the motion-picture industry for many years and who were now out in front of the studio cracking each other's heads because of this disgraceful situation and the defiance of an arbitration award by Mr. Hutcheson.

Mr. Green said he was powerless because the A. F. of L. is a voluntary federation of unions. In response to a direct question which in substance was: "Mr. Green, is it your understanding that the three-man arbitration board awarded the jurisdiction over set erection to the IATSE?" Mr. Green said, "That is my understanding."

We said to Mr. Green that unless something was done quickly to stop the Hollywood strike and rectify the disgraceful situation caused by the August clarification, we would consider a Nation-wide publicity campaign to expose Mr. Hutcheson's defiance of an arbitration award and its tragic consequences.

At our urging, Mr. Green promised he would tell Mr. Hutcheson of our stand.

Mr. Green also informed us at that time that he considered the matter of such a serious nature that he would consider calling a special meeting of the executive council immediately following the convention.

Now, if I may, Mr. Chairman and Mr. McCann, I would like to read a letter that I directed to President Green, of the American Federation of Labor, following the convention.

Mr. McCANN. Do you want to read that letter first, Mr. Dullzell, before telling us of your efforts before the American Federation of Labor to secure arbitration?

Mr. DULLZELL. Well, it is contained in this letter, Mr. McCann.

Mr. McCANN. That is fine.

Mr. DULLZELL. I might say that during the convention, at the instigation of the Screen Actors' Guild, we did draft a resolution which was brought out on the floor of the convention asking that the A. F. of L. set up machinery to eliminate the jurisdictional wars and that resolution was unanimously adopted by the convention and the delegates present. That was in October.

Mr. McCANN. And nothing has ever been done about it since?

Mr. DULLZELL. On January 16, 1947, Mr. McCann, I addressed Mr. William Green as follows:

DEAR BROTHER GREEN: Our international board has instructed us to send this letter on behalf of all its branches of the Associated Actors and Artistes of America to remind you and the executive council that we deem it highly important that the executive council at its forthcoming meeting give special consideration to an action upon the Four A's resolution adopted at the American Federation of Labor convention relative to the setting up of arbitration machinery to settle jurisdictional disputes. You will recall that this resolution was suggested by the Screen Actors Guild which sent a delegation from California to the A. F. of L. convention in the hope that some way could be found to stop the jurisdictional strife going on in the motion picture situation. Three members of the executive counsel, Brothers Birthright, Doherty, and Knight as a committee representing the A. F. of L., went to California and surveyed the situation over a year ago, but this jurisdictional war still continues with the result that millions of dollars have been lost in wages by the more than 30,000 wage earners involved, to say nothing of the millions lost by the picture producers who have been the innocent bystanders throughout.

The Associated Actors and Artistes of America plead particularly for the Screen Actors Guild and its membership that the American Federation of Labor executive council uphold the report made on the jurisdictional situation by Brothers Birthright, Doherty, and Knight, and take such action as will terminate the hostilities going on in the motion picture studios. We know that the executive council as well as yourself has given considerable time to this matter but has up to now, we are sorry to say, been unable to obtain an agreement that would serve as an amicable settlement of this controversy.

We therefore respectfully request that you submit this matter requesting that the Four A's resolution as adopted at the last convention of the A. F. of L. in Chicago be placed on the agenda for the next meeting of the executive council, and that this letter be added to it.

As a matter of fact, when this situation was discussed by you with us and a delegation representing the Screen Actors Guild at a conference it was felt that this jurisdictional battle warranted the calling of a special meeting of the executive council but as far as we know nothing has been done officially and our international board feels that first the executive council should give preferred attention to the Four A's resolution adopted at the Chicago convention and, second, that the recommendations made by Brothers Birthright, Doherty, and Knight in their report on this jurisdictional controversy, not only be accepted as we understand they have been, but that immediate steps be taken to enforce them.

Mr. McCANN. What steps were taken by the American Federation of Labor or its executive council on the letter which you have just read?

Mr. DULLZELL. I have a letter here from Brother Green in reply to that letter, dated January 21, in which he says:

I acknowledge receipt of your letter dated January 16 in which you report upon action taken by the executive board of the Associated Actors and Artistes of America relative to Resolution No. 187, which you and your associates introduced at the Sixty-fifth Annual Convention of the American Federation of Labor and which was referred to the executive council for consideration and action.

I have this resolution listed for consideration by the executive council when it meets at Miami, Fla., beginning January 29. Be assured that I will submit your letter to the executive council when the resolution referred to is being considered. I will be pleased to advise you later of such action as the executive council may take regarding Resolution No. 187.

That letter is dated January 21, 1947.

Nothing happened for some time after that, but we finally received another letter from President Green. On March 14 we received a letter from Brother Green in which he says:

The sixty-fifth annual convention of the American Federation of Labor considered Resolution No. 187 which directed—

and then the original resolution is quoted in full and it reads:

That the American Federation of Labor through its executive council undertake to set up within the motion picture, amusement, and all other industries, and with the sanction and agreement of all unions working in those industries, ways and means for the purpose of examining, considering, and, after deliberation, setting up machinery with the sanction and agreement of the national and international unions affected, which will insure the peaceful settlement without work stoppage of all jurisdictional disputes within the structure of the motion picture, amusement, and all other industries.

That is Resolution 187, which was adopted by the American Federation of Labor convention in Chicago in 1946:

The convention adopted the resolution and the executive council at a meeting held at Miami, Fla., beginning January 29 directed me to communicate with the representatives of the trades involved in the motion picture studios and inquire as to their reaction to setting up such a tribunal. In conformity with this decision of the convention and the instructions of the executive council I am writing you to inquire if your international union would favor and agree to the setting up of ways and means for the purpose of examining, considering and after deliberation setting up machinery which will insure the peaceful settlement without work stoppage of all jurisdictional disputes within the motion picture industry. I will appreciate it very much if you will send me an answer to the inquiry herein submitted at your earliest opportunity. The executive council will meet at the headquarters of the American Federation of Labor here in Washington on April 21, and I wish very much that I may receive your reply in time to submit it to the executive council at the meeting April 21.

On April 28 we received another letter from Brother Green:

In the letter you sent me dated March 20 you advised me that in conformity with Resolution No. 187 of the Sixty-fifth Annual Convention of the American Federation of Labor, you favor the setting up of ways and means for the purpose of examining, considering, and after deliberation setting up machinery which will insure the peaceful settlement without work stoppages of all jurisdictional disputes within the motion picture industry. Be assured your response to my communication was most acceptable and deeply appreciated. The executive officers of the other national and international unions whose members are employed in the motion-picture-producing industry at Hollywood made similar replies. I submitted to the executive council at its meeting held here in Washington, beginning April 21, a report of the replies which had been received to my communication.

Following careful consideration of my report the council directed me to call a conference of the representatives of the national and international unions whose members are employed in the motion-picture-producing industry at Hollywood for the purpose of setting up machinery for the settlement of jurisdictional disputes which arise in the motion-picture-producing industry by peaceful means and without resort to strike. I therefore request that you and such representatives as you may wish to bring with you come to Washington for the purpose of attending such conference at 10:30 Tuesday morning, May 6, in the executive council room of the American Federation of Labor headquarters.

Because of the importance of this meeting I urgently request that you arrange your engagements and your work so as to be in attendance at that meeting as herein requested.

That letter was followed by a telegram which reads:

Regret I am compelled to change date for conference of A. F. of L. council to which you were invited May 6 to Tuesday, May 13, therefore disregard invitation sent you for May 6. Accept this invitation to attend conference at headquarters of American Federation of Labor as set forth in letter sent you April 28 for Tuesday morning, May 13, at 10:30 a. m.

Well, Mr. Chairman and Mr. McCann, the invitation extended to the international presidents by Brother Green was better than well attended. I have no recollection when there was such a response. Something like 26 international presidents from all over the United States went to the A. F. of L. headquarters for this conference and this meeting, and the person that should have been there, above all others, first vice president at that time, Bill Hutcheson, did not show up.

So the conference was kind of stymied. And after efforts were made to contact Brother Hutcheson and bring him into this conference to see what could be done, to see what suggestions he might make, to see what ideas he might have in mind, we just simply could not get Bill Hutcheson into Washington, so the conference broke up. We all went home. We all went about our business and we have been going about our business ever since, except with the exception of what is going on in the Hollywood studios.

MR. McCANN. Was it not possible for the American Federation of Labor and its executive council to proceed to set up that machinery in the absence of Mr. Hutcheson?

MR. DULZELL. Well, I don't know, Mr. McCann, if I am competent to reply to that question, but it was my understanding that the executive council as such at that time—of course you understand because of the Taft-Hartley law there is no executive council now, because it was all composed of officers—

MR. McCANN. I understand that.

MR. DULZELL. My understanding is that as the governing body of the A. F. of L., certainly they must have had some authority, and if they had no authority I do not know why they were ever established.

MR. McCANN. Is it not a fact that with the 26 presidents present and with the resolution which was adopted at this convention in Chicago, that the American Federation of Labor could, in the meeting on May 13, 1947, have established arbitration machinery to take care of the Hollywood situation?

MR. DULZELL. I would say, Mr. McCann, in answer to that question, that that was the best opportunity that has ever come to the A. F. of L. to do something. But it must be understood, of course, that anything decided on would have to be approved by the international

presidents, and because of the set-up in the labor movement, as you know, sir, all unions are self-autonomous if certain international presidents were not inclined to agree to this kind of machinery, and possibly at that time, or at this time, Brother Hutcheson would not agree to any kind of machinery that would adjudicate these kinds of differences, why then I do not think they would have gotten very far.

But the expressions and the general opinion of all the international presidents at that conference were that they wanted to do something about it, and all that they wanted to find out was a way of doing it.

So I think I can say, sir, that pretty generally every future effort would be made by a majority of the international presidents to do something about it.

Mr. McCANN. The point I want to make is this: Was any effort made then by the representatives of the 26 unions present to prepare a working formula to dispose of jurisdictional strife in Hollywood?

Mr. DULLZELL. The conference broke up by the appointing of a committee. I think the personnel of that committee consisted of Brother Lindelof, of the painters; Tom Tracy, of the electrical workers; and Dick Walsh, of the ITASE.

Mr. McCANN. What has that committee done to date?

Mr. DULLZELL. I do not know, sir; I have never attended a meeting. I think I was on that committee myself, as a matter of fact.

Mr. McCANN. You think you were on the committee?

Mr. DULLZELL. I think I was, but the chairman was Tom Tracy, and to my knowledge there has never been any meeting called. Brother Lindelof I see is here. He might correct me if I am wrong. I have never been invited to attend a meeting.

Mr. McCANN. You do not know of any further steps that have been taken to implement the resolution in the Chicago convention of 1946?

Mr. DULLZELL. Well, yes, efforts were made. I think real efforts were made to bring about some kind of a settlement. I never was a party to that conference. There were many held but I think it was impossible to arrive at any conclusions largely because of the obstinacy or the stubbornness of Mr. Hutcheson.

Mr. McCANN. Now, have you anything to offer with respect to legislative suggestions?

Mr. DULLZELL. No, not at this time, Mr. McCann.

Mr. McCANN. I do not want to press you on this, Mr. Dullzell, but I believe you have already very thoroughly covered the idea when you said that your own Four A organization would support legislation which would implement arbitration of contractual agreements.

Mr. DULLZELL. Yes, sir. I could not do otherwise because that has been our policy for over 30 years.

Mr. McCANN. I believe you also advised me before coming in here that in your opinion it was hopeless to look to the American Federation of Labor to voluntarily take steps which would correct such a situation as has existed for many months in Hollywood?

Mr. DULLZELL. The opinion that I had then still remains because nothing has been shown to me to prove that I am wrong. I would like to be proven wrong.

Mr. McCANN. I wonder if you are acquainted with two facts which perhaps you do not know about and which I think I ought to tell you before you leave the witness stand: That the three-man committee,

when they testified in Hollywood, stated emphatically to this committee, to Mr. Kearns, that it was never their intention by their directive of December 26, 1945, to take away from the carpenters the work which they had done historically. Have you any comment to make on that?

Mr. DULLZELL. No, sir, I have not because I am not familiar with all that passed in between.

Mr. McCANN. Does that coincide with your recollection of what they told you?

Mr. DULLZELL. No, my understanding at that conference which I attended with the representatives of the Screen Actors Guild was to the effect—and again I think it was Mr. Doherty that prefaced his remarks by saying that they never had any intention of taking away from the IATSE what they had been doing from time immemorial in the theater.

Mr. McCANN. Was it your impression that when they gave the work of set erection to the IATSE that they were carrying out the historical division of work between these two unions?

Mr. DULLZELL. I think that they thought they were, Mr. McCann.

Mr. McCANN. Did you know that Mr. Doherty testified before us in Hollywood, and his associates, that they based their division of work upon an agreement known as the 1926 agreement which they thought had been in effect for many years and which they did not ascertain until several months later had never been in effect between the carpenters and the IATSE?

Mr. DULLZELL. I heard about that; yes, sir.

Mr. McCANN. Did you know that when Mr. Walsh appeared before the three-man committee of arbitrators in Los Angeles that he represented to the three-man committee that the 1926 agreement between the carpenters and the IATSE had been in operation from 1926 to 1933?

Mr. DULLZELL. No.

Mr. McCANN. Did you know that?

Mr. DULLZELL. No, sir.

Mr. McCANN. Did you know that as a matter of fact that 1926 agreement between the carpenters and the IATSE was never put into effect and that Big Bill Hutcheson had canceled the charter of the local that made the contract?

Mr. DULLZELL. No, sir; I had no occasion to be familiar with those agreements.

Mr. McCANN. You are certainly not acquainted with what took place at the Miami convention of the executive council of the American Federation of Labor?

Mr. DULLZELL. No, sir.

Mr. McCANN. Mr. Chairman, those are all of my questions, sir.

Mr. ZORN. May I submit a few questions, sir?

Mr. KEARNS. Yes, sir.

Mr. McCANN. These questions are submitted by Mr. Burt Zorn, counsel for the producers:

From your knowledge of the situation who has been responsible for the disastrous Hollywood jurisdictional strike?

Mr. DULLZELL. I am not competent to answer that question.

Mr. McCANN. The next question which he asks:

Are the producers responsible parties for these strikes?

Mr. DULLZELL. I do not know.

Mr. McCANN. The next question:

On whom would you place the responsibility for the failure to settle the strike which started in September 1946?

Mr. DULLZELL. It is my opinion that these questions should be directed to officials of the Screen Actors Guild. I am not in contact with the studios or the producers, therefore I cannot answer those questions, Mr. McCann.

Mr. McCANN. He has one other question:

Is it not the failure of Mr. Hutcheson to cooperate or participate which has blocked the efforts of the A. F. of L. to set up effective arbitration machinery in the motion-picture industry?

Mr. DULLZELL. I have been told that that is the case, Mr. McCann, but I have never talked with Mr. Hutcheson. He has never talked with me. Therefore, I do not think my answer to that question would be of any value.

Mr. McCANN. Those are all the questions I have to ask, Mr. Chairman.

Mr. KEARNS. Mr. Dullzell, in your testimony here you directly blame Mr. William Hutcheson for negligence in trying to reach an agreement with the other international vice presidents or presidents; is that true?

Mr. DULLZELL. Well, I blame him largely, Mr. Chairman, because of the fact that the conference which was called in Washington was really called in the hope that we could have the benefit of Mr. Hutcheson's views, but his absence made it impossible for us to get anywhere. And from all that I have heard—and again I do not think it is competent testimony because it is only hearsay—again I repeat I have never talked with Mr. Hutcheson. I do not know his ideas. He has never expressed them to me.

But the general understanding, the feeling and the impression has been that Dr. Hutcheson is really responsible for the situation because of his unwillingness to make any kind of compromise.

Mr. KEARNS. That is merely your personal opinion?

Mr. DULLZELL. That is only my personal opinion, sir.

Mr. KEARNS. Then you do not consider the strike in the motion-picture industry as it now stands in Hollywood as terminated, do you?

Mr. DULLZELL. I do not, no, sir.

Mr. KEARNS. Why?

Mr. DULLZELL. Because it is still going on.

Mr. KEARNS. In what way is it going on?

Mr. DULLZELL. Well, is it not a fact that the carpenters are still out?

Mr. KEARNS. That is right. Do you know of any other people that are out?

Mr. DULLZELL. No, I do not; but I was interested in the carpenters.

Mr. KEARNS. Just in the carpenters?

Mr. DULLZELL. Yes, sir.

Mr. KEARNS. Do you have any further questions?

Mr. McCANN. No further questions, sir.

Mr. KEARNS. That will be all, Mr. Dullzell. We thank you for coming down.

Mr. McCANN. Mr. Chairman, may we have a 5-minute recess?

Mr. KEARNS. We will take a 5-minute recess.

(A short recess.)

Mr. KEARNS. Mr. Zorn, I believe you have a statement you wish to make.

Mr. ZORN. Yes, Mr. Chairman; with your permission, I should like to make a brief statement.

Mr. KEARNS. Do you want to make it as a witness?

Mr. ZORN. I will make it either as a witness or counsel; it is entirely immaterial. It is just a statement of fact.

Mr. KEARNS. You had better make it as a witness.

(Mr. Zorn was duly sworn as a witness.)

TESTIMONY OF BURTON A. ZORN, NEW YORK, N. Y., COUNSEL FOR MOTION PICTURE PRODUCERS

Mr. ZORN. My name is Burton A. Zorn, member of the firm of Proskauer, Rose, Goetz & Mendelsohn, New York City. I am counsel for the motion-picture companies appearing in these hearings. I am here now in protest against one of the most extraordinary statements ever made by a chairman of a congressional committee.

At the outset of the hearing today the chairman said it was his intention to make a finding of conspiracy and collusion between the producers and the International Alliance of Theatrical Stage Employees. The chairman's exact words were these:

A careful analysis of the testimony heretofore received indicates that the jurisdictional strife in September of 1946, which has continued to the present time in the Hollywood studios, is probably the result of collusion between the producers and the IATSE. Therefore, gentlemen, unless you have evidence to the contrary to present to my subcommittee, it is my intention to make a finding of fact that the present labor dispute in Hollywood is the result of a lock-out by the employers, after having conspired with certain officials of the IATSE to create incidents which would make it impossible for the members of these unions affiliated with the Conference of Studio Unions to continue work in the studios.

That is the end of the quote.

As part of his statement this morning, the chairman said that the hearings were not completed, that they would not be completed until the evidence of certain key witnesses, including Mr. Hutcheson, Mr. Schenck, and others was brought into the hearing. Though this testimony is important, as stated by the chairman, he has already, at least in my opinion and reading the language I have just quoted, made a predetermined decision.

While he is still seeking the facts the chairman has found the producers guilty. He then goes further in violation of fundamental American principles of justice. He says it is up to the accused to prove that they are not guilty. It is a sacred and inviolable American principle that all Americans are innocent until proved guilty.

I say to you, Mr. Chairman, that there has been no proof of guilt of the producers; there is no proof because there is no guilt, and I say to you that these charges and these findings are unfair, and that they cannot be supported by any unbiased examination of this record.

Finally, I wish to make it clear to the committee that the statement is made by me after the most serious consideration and with a full realization of the implications which this statement contains.

Thank you for the opportunity.

MR. KEARNS. Does that conclude your statement?

MR. ZORN. It does, sir.

MR. COBB. Mr. Chairman, may I make a statement?

MR. KEARNS. Just a moment, Mr. Cobb, and then I will give you an opportunity.

MR. COBB. Thank you, Mr. Chairman.

MR. KEARNS. The chairman this morning in his statement used the words "indicates" and he also said it was "probably" a result of collusion between the industry and a laboring union. I want it fully understood that the chairman's mind is perfectly open in this matter. The reason the presidents were invited here was to finish and terminate the testimony in this case. In no way could I draw a conclusion of finality until after I have a complete record here of the testimony.

I want it fully understood that in no way am I blaming anyone until I have the final word of testimony which will also include the testimony of Mr. William Hutcheson and also that of Mr. Schenck, although I agree with Mr. Zorn that he has a perfect right to objection to what he reads as he interprets it. However, I want it fully understood that my mind is open, has always been open, and will continue to be open in this whole affair.

MR. ZORN. I am very happy, Mr. Chairman, to have that statement made for the record, because language is sometimes confusing, such as the language which you read this morning. It gave me considerable concern.

MR. KEARNS. However, you understand, I have the right to judge what testimony has been received up to date.

MR. COBB.

MR. COBB. May I make a statement?

MR. KEARNS. If you are sworn, you may make a statement.

TESTIMONY OF ZACH LAMAR COBB, ATTORNEY, REPRESENTING CARPENTERS' UNION, LOS ANGELES, CALIF.—Recalled

MR. COBB. My name is Zach Lamar Cobb. I am attorney for the locked-out carpenters in Hollywood. My offices are 929 Citizens National Bank, 458 South Spring Street, Los Angeles 13.

I wish to make a statement on behalf of the carpenters, that we have come here with a feeling of respect for the Congress of the United States as a great coordinate constitutional branch of the United States Government; that we have no desire to pass judgment upon others, but we would like the record to show it is regrettable that people identified with the motion-picture companies should persist, before one congressional committee after another, in challenging the committees of Congress.

I wish to further state that the statement of Mr. Kearns, the chairman, was justified and accurate; that Mr. Kearns did no more than in effect extend the motion-picture companies the opportunity to be heard on any facts that they might bring against the record as it stands today.

I do not know what the future of this committee may be, but speaking in behalf of the law-abiding, self-respecting, locked-out carpenters of Hollywood, I assure the chairman and counsel for the committee

that there will be no expression from the carpenters or their counsel impugning a congressional committee or reflecting upon the action of a congressional committee.

I thank you, Mr. Chairman.

Mr. KEARNS. Mr. Counsel.

Mr. McCANN. Mr. Chairman, the only thing I had in mind saying, and I think it ought to be in the record, is this:

The only implication which can be drawn from the chairman's statement is that in the state of the record at this time, the evidence indicates that there has been collusion between the IATSE and the producers. I think the chairman of this committee has been extremely generous to advise the producers of the state of the record and afford them an opportunity to introduce any evidence that they may have which will relieve the chairman of the impression which he now has of that collusion, and that I believe was the purpose of the chairman.

Mr. KEARNS. Just so it is understood that the chairman has an open mind in the matter we are all ready to proceed.

Mr. McCANN. Mr. Rathvon will take the stand.

(Mr. Rathvon was duly sworn as a witness.)

TESTIMONY OF PETER RATHVON, BEVERLY HILLS, CALIF., PRESIDENT, RADIO-KEITH-ORPHEUM CORP.

Mr. McCANN. Please state your name, your official position, your residence and your telephone number. Mr. Rathvon.

Mr. RATHVON. My name is Peter Rathvon. My residence is Beverly Hills, Calif. My position is president of Radio-Keith-Orpheum Corp. My telephone number is Hollywood 5911.

Mr. McCANN. How long have you been the president of RKO Pictures, Mr. Rathvon?

Mr. RATHVON. I have been president of Radio-Keith-Orpheum Corp., the parent company, for something over 5 years. During that time I was chairman of the board, subsidiary RKO Pictures, but became its president also a couple of years ago.

Mr. McCANN. Were you present in New York on or about the 12th day of September 1946 at a meeting of the presidents of the Motion Picture Producers?

Mr. RATHVON. I was not.

Mr. McCANN. Who represented you in the meeting, if anyone?

Mr. RATHVON. Mr. Ned E. Depinnet.

Mr. McCANN. What position does he hold?

Mr. RATHVON. He is vice chairman of the board and vice president.

Mr. McCANN. Is he president?

Mr. RATHVON. No; he is not.

Mr. McCANN. I feel that the instructions which I gave to Mr. Zorn and my friend Jack Bryson have not been carried out, in that I requested that those who were not present have with them someone who was present at the presidents' meeting.

Mr. RATHVON. I am president; I was subpoenaed as president, and Mr. Depinnet was not.

Mr. McCANN. Will you please tell us at what meetings of the producers you were present?

Mr. RATHVON. I was present at the so-called Easter meeting.

Mr. McCANN. When was that?

Mr. RATHVON. Easter of last year.

Mr. McCANN. Easter of 1947?

Mr. RATHVON. Yes.

Mr. McCANN. What was the issue at the Easter meeting in 1947?

Mr. RATHVON. The main issue discussed at that meeting was the pending contract with the Actors Guild.

Mr. McCANN. Did you have a discussion of the strike in Hollywood at that time?

Mr. RATHVON. Some prospect of a strike; yes.

Mr. McCANN. Will you tell us what took place at that meeting with respect to that strike? We are not interested with respect to the actors.

Mr. RATHVON. We were mainly concerned at that time with the problems with negotiating with some of the carpenters and possibly some of the other unions, and we decided at that meeting to do so.

Mr. McCANN. Who was present at that meeting, if you recall?

Mr. RATHVON. There were a great many present. I understand from the testimony this morning you are to be given a list, and I would rather try not to remember the twenty-odd people.

Mr. McCANN. It was decided at that time you would try to negotiate a contract with the striking carpenters?

Mr. RATHVON. Yes.

Mr. McCANN. What if anything was done thereafter, Mr. Rathvon?

Mr. RATHVON. It was then in the hands of our labor man, Mr. Boren, and he carried on from that point.

Mr. McCANN. You don't know what action, if any, Mr. Boren has taken since that time?

Mr. RATHVON. I suggest you would get that more clearly from Mr. Boren, except that I do know he has carried on as he was instructed to do.

Mr. McCANN. What other meeting have you attended of the presidents in New York, Mr. Rathvon?

Mr. RATHVON. The other meeting I attended was the meeting in Hollywood where Mr. Johnston in 1945 undertook to negotiate with motion-picture companies.

Mr. McCANN. That was before the October meeting in Cincinnati?

Mr. RATHVON. Yes.

Mr. McCANN. Tell us what took place at that meeting.

Mr. RATHVON. That is the meeting which has been described many times and which Mr. Johnston took up again this morning, where he suggested that he might serve in settling the strike.

After discussion with the presidents and others there, we agreed that he should try. He was authorized by all of us to proceed.

Mr. McCANN. And he held that authorization, if I recall correctly, until June 1947, when he surrendered it; is that correct?

Mr. RATHVON. I believe that was the date, but I would not like to commit myself, because I am not sure.

Mr. McCANN. What other meetings of the presidents have you attended?

Mr. RATHVON. Those are the only two of the several meetings which you have asked testimony on here that I attended.

Mr. McCANN. Did you attend any meeting with the presidents in New York City after August 16, 1946, and before October 1, 1946?

Mr. RATHVON. No.

Mr. McCANN. Who was your representative in Hollywood on the labor board there?

Mr. RATHVON. Leon Goldberg.

Mr. McCANN. Mr. Goldberg, I believe, testified before our committee in Los Angeles?

Mr. RATHVON. I believe so.

Mr. McCANN. Did he consult with you with respect to the proposed action of the producers to create incidents in the studios by assigning all carpenters on the 23d of September to do carpentry work on sets which were "hot"?

Mr. RATHVON. He consulted me about the problem which you are describing in words different than I would describe it.

Mr. McCANN. Were you informed as the president or as the chairman of the board of RKO before September 23, 1946, that the labor committee of the producers planned to take concerted action in all of the studios on the 23d of September, by assigning all of the carpenters in the major studios to do carpentry work on "hot" sets that day?

Mr. RATHVON. I was consulted on the general problem of what we must do to keep our studios open, which was the policy we had agreed to follow. Our labor representative, like the others, took such steps as they were advised by counsel they might properly take in order to keep the studios open.

Mr. McCANN. You were then informed of the action which they contemplated?

Mr. RATHVON. I was informed they contemplated taking such action as they might properly take on advice of counsel in order that we might continue to keep the studios open in the face of the problem that had arisen in the conflict between the carpenters and the set erectors.

Mr. McCANN. Mr. Rathvon, I do not want to quibble on words. You say you were informed that they would take such action as was necessary to keep the studios open, but would you please tell us how much you knew about the proposed incidents of September 23, 1946?

Mr. RATHVON. I knew what the problem was, and I knew if we were going to keep our studios in operation, we would have to move as incidents arose and take action one way or another. The actual action taken as the incidents arose was in the hands of counsel.

Mr. McCANN. I understand that, sir, but you did know what they planned to do?

Mr. RATHVON. Why put those words in my mouth? I did not say that, sir.

Mr. McCANN. I am asking you if you knew.

Mr. RATHVON. I knew as incidents arose our labor men would take such steps as counsel advised them was proper in order to meet those incidents.

Mr. McCANN. What incidents are you referring to?

Mr. RATHVON. Any incidents involving "hot" sets, no matter how they might arise.

Mr. McCANN. Now, may I ask you definitely once more this question:

Were you informed by Mr. Goldberg, or anyone else, that the labor committee of the producers would take concerted action on the 23d of September by assigning carpenters to work on "hot" sets and that if the carpenters did not work on them they would be told to take their tools and get off the lots?

Mr. RATHVON. I am not sure I was informed that specific action would be taken, but I certainly was informed they were advising with one another and with counsel and would take such action as they decided was necessary in order to keep the studios open.

Mr. McCANN. Were you advised, or were you consulted with respect to paying the men off?

Mr. RATHVON. When?

Mr. McCANN. When they were discharged.

Mr. RATHVON. What men?

Mr. McCANN. The men about whom the incidents were to be created.

Mr. RATHVON. I don't recall that I had any specific conversation about paying men off.

Mr. McCANN. I assume, Mr. Rathvon, that you do not know a great deal of the minutia, and I am not trying to trap you into any statement with respect to that.

Mr. RATHVON. Why don't you question me about policy, then, because that is what I was concerned with?

Mr. McCANN. All right. Now, there were apparently two big policies decided on by the producers, that they either had to close or they had to create incidents to get rid of the carpenters and the members of the CSU. Were you acquainted with that fact?

Mr. RATHVON. I would not put it that way. They either had to close or we had to strive to keep the studios open by such means as we properly could on advice of counsel, and that does not mean creating incidents.

Mr. McCANN. Would you say to this committee you were ignorant of the fact that incidents were to be created?

Mr. RATHVON. You are trying to lead me into saying we conspired with one side or the other, and that is not my position.

Mr. McCANN. I am asking you, are you ignorant of the fact that incidents were to be created?

Mr. RATHVON. There is no question incidents would be created because it was beyond our power to prevent incidents. When there is a "hot" set somebody is going to create an incident.

Mr. McCANN. Let us assume this, Mr. Rathvon, that the studio producers labor committee did, prior to September 23, agree that on September 23 all of the carpenters in the major studios were to be assigned to "hot" sets. Did you know that?

Mr. RATHVON. No, I do not believe I did know that. I knew that they were going to take such steps as might be necessary under the circumstances and which might be proper to keep the studios in operation.

If you want me to make a statement of any kind in regard to incidents on "hot" sets, let me say this: For 2 years we have been in the middle—to use Mr. Johnston's phrase—between these two conflicting groups. They are the ones who put us in the middle. We do not put ourselves there. Incidents are created by the conflicting unions, not by the producers, so do not try to put in my mouth that we create incidents. We move to try to meet the situations as created by these two unions.

Our attitude is, "a plague on both their houses," so far as we are concerned, and we move the best way we can maneuver to keep our studios in operation.

Perhaps some of us were wrong to try to keep our studios open. Maybe we should have followed Mr. Johnston's advice, close the studios and let these two predatory groups battle it out without having us between them. They made no effort to respect our position. We were in the middle. We were the battleground. We were what Mr. Dullzell called a few minutes ago, during the whole procedure, innocent bystanders. But we were a lot more than that. We were the battleground on which they fought their battle for jurisdiction.

Incident after incident arose where they tried to put us into a position where we had to move one way or the other. We did not move by conspiracy with one side. We moved in the manner that would permit us to keep our studios open.

Mr. McCANN. Were you acquainted with the fact, Mr. Rathvon, that Mr. Walsh advised the producers labor committee on August 16, 1946—that is wrong, excuse me—on August 22, 1946, that any company that makes one single change in the administration of the A. F. of L. directive in compliance with the new interpretation, will have all work stopped in the studio, exchanges, and theaters?

Mr. RATHVON. I knew he took a position at that time, but whether it was exactly in that manner or not, I do not know. I certainly know he created a position or a position was created where we had no alternative that would not get us into trouble. We either complied, or we did not comply, and we got into trouble in one direction or the other, depending upon which action we took.

Mr. McCANN. You did know, then that that position was taken by Mr. Walsh on that date?

Mr. RATHVON. I don't know what date he took it. I have no doubt but what that is the correct date, if you say so.

Mr. McCANN. Do you know from whom you received that information?

Mr. RATHVON. I would guess from Mr. Leon Goldberg, who kept me informed on labor matters in our studio.

Mr. McCANN. For your information, the record shows that Mr. Leon Goldberg was present at that time when Mr. Walsh is credited with having made that statement.

Mr. RATHVON. Then I undoubtedly heard it from him.

Mr. McCANN. Now, were you informed of the ultimatum issued on the afternoon of September the 11th, by Mr. Cambiano, of the carpenters, at a meeting of the labor producers committee?

Mr. RATHVON. You will have to identify it more directly.

Mr. McCANN. Wherein Mr. Cambiano stated that he was—

here to ask that the interpretation of the directive be put into effect on the first shift Thursday morning, September 12, 1946.

Mr. RATHVON. I suppose I knew about that. It sounds to me like one of 50 maneuvers of one kind or another that were undertaken by one side or the other to get us into difficult positions to advance their own interests. I do not specifically remember that one.

Mr. McCANN. Do you not recall that the company was put on the horns of a dilemma after the interpretation of the directive came out?

Mr. RATHVON. It seems to me we bounced about from horn to horn for 2 years.

Mr. McCANN. Mr. Goldberg was at that meeting, according to the record. Do you assume that you received that information from him?

Mr. RATHVON. If that is a correct statement of what happened, I have little doubt but what he reported it to me. As I say, there were many incidents similar to that which he reported, and I cannot distinguish one from the other as to this period of time.

Mr. McCANN. And he kept you informed of what took place at these labor committee meetings?

Mr. RATHVON. Pretty generally. I have great confidence in Mr. Goldberg. He did not have to come to me after every meeting for instructions.

Mr. McCANN. Were you informed of the meeting of the presidents on September 12, 1946, concerning which Mr. Johnston testified this morning?

Mr. RATHVON. Yes; I had knowledge of it afterward. I was not in New York.

Mr. McCANN. I understand you were not there. Did you talk with Mr. Johnston or any of the other presidents in New York about it?

Mr. RATHVON. Not at that time.

Mr. McCANN. When did you talk to them about that, sir?

Mr. RATHVON. I am not even sure I did talk to them about it. I may have gotten such knowledge as I had of that meeting from others.

Mr. McCANN. There was a meeting on September 12, 1946, in Hollywood, of the producers labor committee. The record shows that Mr. Goldberg was present at that meeting. I will ask you whether or not Mr. Goldberg informed you after that meeting that Mr. Kahane stated:

There are two courses to pursue: (1) If the sets become hot and as men are laid off do not cross jurisdictional lines, doing nothing to cross the picket line being established: shoot until sets are exhausted and then close down; or (2) attempt to keep open as we did on March 12, 1945, call on the IA to do the struck work, and do the best we can. This would bring on picket lines and the accompanying strife. It is apparently the opinion of the New York executives and Johnston to try the second course. If we try this course and call upon IA and they should fail to be able to keep us open, then the IA may attempt to get the federation to settle the matter or adjudicate the matter with the carpenters.

Were you informed of this conversation?

Mr. RATHVON. If I say "Yes," you will assume that I say all of that is correct. Undoubtedly I was informed of what took place at that meeting. My recollection is not such that I could say in detail what you have said there is what I was informed. One thing I am sure of is that I was informed we were in another one of our difficulties and we had to move in some direction. We again might close the studios or we again might take such action to keep the studios open as counsel would advise us was proper.

Mr. McCANN. On September 12, 1946, there were issued instructions to department heads, reading as follows:

1. Any employee who refuses to perform the work properly assigned to him in accordance with his regular classification of work should be requested to leave the premises.

2. In the event that such employee asks whether he is being discharged he should be told, "No."

3. In the event that any such employee asks whether or not he is being laid off, he should be told that he is not being laid off but that he is not wanted on the premises as long as he refuses to perform his customary duties.

4. In the event that any such employee further asks what is his status, he should be told that he is requested to leave because of his refusal to perform services requested. He should be paid off to the time of leaving.

Were you informed or advised of the issuance of these instructions to department heads?

Mr. RATHVON. You say they were issued in our studio? You said they were issued when you started your statement.

Mr. McCANN. At the beginning of the paragraph and prior to the statement which I have read is this:

At Wright submitted the following, copies of which were distributed to each studio representative with instructions to keep in the hands of only one or two persons in the studio.

Mr. RATHVON. If such a statement were issued to Mr. Goldberg, I am sure I saw it, because that statement he would undoubtedly show me and would simply tell me that is what counsel advised him was the procedure we should follow.

Mr. McCANN. In the minutes of the meeting of the Producers Labor Committee on September 17, 1946, Mr. Goldberg is shown as being present.

Mr. RATHVON. What is that date, sir?

Mr. McCANN. September 17, 1946. That statement commences, or the minutes commence, with this statement:

Kahane advised that Brewer and Cooper—

Mr. RATHVON. Pardon me; I did not understand you. You are reading from what?

Mr. McCANN. I am reading from the purported minutes of the meeting of Producers Labor Committee with Brewer and Cooper, held in board room on Tuesday, September 17, 1946; and Mr. Goldberg was present representing RKO. I will ask you whether you have any recollection of some of the statements that are contained in here and whether you were advised with respect to these matters by Mr. Goldberg:

Kahane advised that Brewer and Cooper had met with the actors and directors representatives and that Brewer and Cooper would come in the meeting shortly to tell us what would transpire. Brewer and Cooper in at 12:20 p. m. They stated they had a meeting with Montgomery, Cagney, Reagan, Ames, Somerset, Dales, and McGowen. John Lerner also joined the meeting. Montgomery wanted everything shut down, including theaters. He stated the guild would have to decide on whether to go through a picket line or not. He said that about 80 percent were in favor of going through.

This is Brewer supposed to be talking. Montgomery is not there, you understand. [Continues reading:]

They will, however, follow any action of the PLC if they act. Brewer thinks Montgomery is influenced by his pet scheme of forcing the A. F. of L. to adopt a policy of adjusting jurisdictional disputes.

Did you have any recollection of that at all? Did Mr. Goldberg tell you anything about that?

Mr. RATHVON. I have no doubt at all that Mr. Goldberg reported what happened at that meeting to me. In fact, I have a faint recollection of it. That he reported any such exact wording from Mr. Brewer I would not say, because I cannot possibly recall that. Mr. Goldberg is a very accurate reporter. I do not know whether the gentleman who drew those minutes is an accurate reporter. The incident is too far back in history for me to attempt to compare my recollection of what Mr. Goldberg said with the detailed minute which you read me, putting words in the mouth of Mr. Brewer quoting Mr. Montgomery.

Mr. McCANN. I am not putting the words in your mouth, sir, and I do not intend to.

Mr. RATHVON. Please don't.

Mr. McCANN. I am asking if you have an independent recollection of these statements. That is all I am trying to get at.

Mr. RATHVON. Which are Mr. Montgomery's statements in Mr. Brewer's mouth?

Mr. McCANN. They are statements reported to the meeting there by Mr. Brewer. I am trying to see if you recall that.

Mr. RATHVON. I recall Mr. Goldberg giving me his account of that meeting.

Mr. McCANN. Do you recall Mr. Goldberg telling you that Beck, of the teamsters, has said he would send in help if needed?

Mr. RATHVON. I do not recall that.

Mr. McCANN. Do you recall Mr. Goldberg reporting to you that Brewer said at this meeting of the producers:

To put IA men on sets so carpenters and painters would quit, provided, (1) IA is advised in advance when and where; (2) put on enough set erectors and painters in a group for self-protection; (3) keep procedure quiet so CSU cannot gang up at one spot.

Mr. RATHVON. No.

Mr. McCANN. You do not recall any of this?

Mr. RATHVON. No.

Mr. McCANN. Do you recall whether or not at the meeting on September 17 of the Producers Labor Committee, in 1946, of course, those present were cautioned "to see that the Thursday program is not made known outside of a very few of your personnel"?

Mr. RATHVON. You ask that as though I were present at the meeting.

Mr. McCANN. I asked if you recall hearing that. I do not ask if you recall hearing it at the meeting; I asked if you recall hearing a report to that effect from Mr. Goldberg.

Mr. RATHVON. No.

Mr. McCANN. I do not recall whether I asked you or not, but do you recall that Mr. Goldberg reported to you that Mr. Wright—and I understand he was counsel for some of the companies—was he your counsel?

Mr. RATHVON. No.

Mr. McCANN (reading):

Thinks that we should not act in concert. It was suggested to notify the carpenters and painters of our intention to keep sets moving. See letters to painters and telegram to carpenters dated September 17, 1946.

Were you informed of Mr. Wright's views on that matter?

Mr. RATHVON. Possibly. I do not recall.

Mr. McCANN. On September 20, 1946, Mr. Goldberg attended a meeting of RKO as a representative of the Producers Labor Committee. In the minutes which I hold in my hand it is stated:

Deadline by 9 a. m., Monday, clear out all carpenters first and then clear out all painters, following which procedure to put on IA men to do the work.

Do you recall whether Mr. Goldberg advised you of that anticipated step?

Mr. RATHVON. Please permit me to say again that I think Mr. Goldberg gave me adequate reports of those meetings. I cannot recall,

and will not try to recall, specific, exact words that you quote from somebody else's minutes and try to compare them with my general recollection of what Mr. Goldberg reported to me.

Mr. McCANN. Do you independently recall that it was planned that by 9 a. m. Monday all carpenters would be cleared out of the studios?

Mr. RATHVON. No.

Mr. McCANN. Do you independently recall that after the carpenters were cleared out they were going to clear out the painters?

Mr. RATHVON. No; but I would like to say if those were decisions taken I probably knew of them at the time. I do not recall now.

Mr. McCANN. On September 23, 1946, at a meeting of the producers labor committee between 2:30 and 4 p. m., it is reported in the minutes that the lawyers said:

We can't refuse to bargain when told of consequences. Carpenter situation may or may not have been an unfair labor practice, but painters, electricians, etc., could have no cause for unfair labor charges for dismissing them for failure to perform work required.

Were you advised by Mr. Goldberg of what the lawyers said on that occasion?

Mr. RATHVON. I believe I was.

Mr. McCANN. At a meeting of the producers labor committee on September 24, 1946, at which Mr. Goldberg is shown to have been present, it is stated:

Brewer, Cooper, and Harris in at 3:30 p. m.

Do you know Mr. Brewer?

Mr. RATHVON. Yes; I do.

Mr. McCANN. Is he an officer of the IATSE?

Mr. RATHVON. Yes, sir.

Mr. McCANN. The narrative continues:

Brewer stated he thought it advisable to have clear understanding with the studio representatives as to how his people proposed to handle the labor situation in the anticipated forthcoming struggle.

Was that reported to you by Mr. Goldberg?

Mr. RATHVON. I don't recall. I will repeat again: If that is what happened, I have little doubt but that he reported it to me.

It was his custom following his labor meetings to come into my office the following day and tell me what happened.

Mr. McCANN. Did he follow that custom throughout these rather trying times?

Mr. RATHVON. Yes. Occasionally there were meetings which he felt were not important enough to report, but, in general, it was his practice to come in and spend a few minutes with me on the morning following meetings to give his report and impression. I felt at the time they were very full and adequate reports and gave me sufficient background to form my own company's policies in these matters.

I again say to you I cannot compare those recollections in detail with somebody's reported minutes which you read to me.

Mr. McCANN. Was Mr. Goldberg your duly authorized representative, and what he did was in carrying out the policies of your company?

Mr. RATHVON. Yes.

Mr. McCANN. You had confidence in his judgment and authorized any action which he took?

Mr. RATHVON. I had great confidence in his judgment, and within the policies which were laid down for him, I felt that he would move with great care and intelligence.

Mr. McCANN. Mr. Chairman, those are all the questions at this time.

Mr. KEARNS. Mr. Gwinn of New York has some questions to ask Mr. Rathvon.

Mr. GWINN. Mr. Rathvon, I am interested in this jurisdictional trouble in your Hollywood case because we are examining the same kind of monopolistic jurisdictional difficulties in the building trades. I am interested to know the technique by which these pressures are made by the unions to bring about decisions in favor of one or the other.

Now, I take it that all of the carpenters in Hollywood were approximately 100 percent organized; is that right?

Mr. RATHVON. That is right.

Mr. GWINN. There was no place for you to turn for carpenters except to the carpenters' union?

Mr. RATHVON. Well, men skilled in carpentry were on opposite sides of the fence in the two unions—the carpenters' union and the set erectors' union.

Mr. GWINN. Yes; I understand; but what I am trying to get at is whether or not you had any free choice as to where you should go for carpenters?

Mr. RATHVON. You mean in what event, sir?

Mr. GWINN. In the event the carpenters should strike.

Mr. RATHVON. If the carpenters should strike, we would be left without carpenters on the work the carpenters had performed.

Mr. GWINN. I understand in connection with the questions Mr. McCann was putting to you that after the three-man arbitration board had decided that the stage employees' union would do certain work, which included carpentry, and by the same decision the carpenters were excluded from it—involving something like 350 carpenters—that that is when your trouble started; is that correct?

Mr. RATHVON. That is not correct, sir. Our troubles had started long, long before that. That was just one incident. It was one of a series of dilemmas in which we were placed by the maneuvers of these two sides.

Mr. GWINN. I understand you were put in a position, after the three-man arbitrating court decided what to do in allocating all this work, of having to make your own arrangements so as to conform to that decision; is that correct?

Mr. RATHVON. Yes, sir. If we were going to keep our studios open, we had to go one way or the other. The decree, if I may call it such, the decision of these three arbitrators as it had been originally handed down to us was the line which we were to follow. There was no conflict on that except by the carpenters, since they had previously agreed to stand by the decision of the board until the clarification came along.

Mr. GWINN. I understand that after a great deal of deliberation and conference, everybody concerned, the studios, the stagehands union, or the stage union—I cannot remember those five letters—IATSE, and the carpenters, agreed to be bound by that decree of the three-man arbitration board.

Mr. RATHVON. Well, I do not know what they did. So far as I When it was handed down the carpenters then went back on their position which they had taken at the time the agreement was made and refused to live up to it.

Mr. KEARNS. And asked for clarification?

Mr. RATHVON. Well, I do not know what they did. So far as I was concerned, they welshed on their contract and we could not do what we had planned to do, having an arbitration jurisdiction, which was what we had agreed to.

Mr. GWINN. Who is the head of that carpenters union?

Mr. RATHVON. The local or the national?

Mr. GWINN. The national.

Mr. RATHVON. Hutcheson.

Mr. GWINN. Who is the head of the local?

Mr. RATHVON. Cambiano.

Mr. GWINN. When the carpenters refused to abide by that decree you were then faced with the necessity of getting carpenters or closing your shop; is that correct?

Mr. RATHVON. That is correct.

Mr. GWINN. And you decided to try to go ahead?

Mr. RATHVON. We decided to try to keep our studio open in any way we could.

Mr. GWINN. Where did you go to get carpenters?

Mr. RATHVON. Wherever we could; get them the best place we could get them, and in most instances it was through other unions affiliated with the IATSE.

Mr. GWINN. Were the other unions interested in helping to get carpenters or did you have to take your own responsibility to get carpenters?

Mr. RATHVON. Other unions were interested to see that we kept the studios open and did all they could to make that possible.

Mr. GWINN. So at that point you were in a straight, hot jurisdictional fight as between the carpenters and the stage workers; is that correct?

Mr. RATHVON. That is correct. At no time were we in any other position than in the middle as between those two.

Mr. GWINN. You were what you might call a clear case of being hit in the middle, as they say?

Mr. RATHVON. We were trying to steer a middle course and keep our studios open.

Mr. GWINN. Now, in connection with Mr. McCann's questions, I am wondering if you had to take certain steps in cooperation with the stage workers union, to test out whether or not your men would or would not continue to work?

Mr. RATHVON. We took steps all right, sir; but apparently it is the attitude of this hearing that there was a conspiracy involved between the producers in taking the steps and the IATSE, to the detriment of the other side.

Now let me say as a producer and the head of one of these companies, we knew at every stage of this thing that between the horns of this dilemma we would have to move one way or the other to keep our studios open. We knew we had to keep within the law. Every step we took was on the advice of counsel.

Now at no stage was there anything which touches upon a conspiracy with anybody in our efforts to keep the studios open. Our effort was to get men to fill jobs. Now if one group got a little more predatory than the other at a given time and made it a little more difficult we naturally went to the place where we could get it, not as a matter of conspiracy, but as a matter of expediency.

Mr. GWINN. Well, you were faced with questions all the time in that period, if your experience is the same as in other jurisdictional fights, of determining who would and who would not work, were you not?

Mr. RATHVON. That is right, but we went to bed with no union in the process of doing that.

Mr. GWINN. The objection in this controversy lies in the fact that the carpenters union refused to let you try to get other workers to take their place, is that correct?

Mr. RATHVON. Would you put that question again? I am not quite sure that I understand it.

Mr. GWINN. Since the carpenters were for all intents and purposes a monopoly in that area, they tried to keep you from getting other carpenters, did they?

Mr. RATHVON. They refused to work. The carpenters union would furnish us nobody.

Mr. GWINN. But all this trouble we hear about, the violence and even bloodshed that took place—wasn't there bloodshed at some point?

Mr. RATHVON. There was indeed.

Mr. GWINN. It grew out of the fact that the carpenters tried to keep other people from working?

Mr. RATHVON. You see, this strike was presumably settled. It broke out in 1940, was presumably settled, and then the failure of the carpenters to live up to the settlement launched the strike a second time, so it was really a continuous strike with a period of truce, whereas we speak of it as the 1945 strike and the 1946 strike.

The violence occurred in the 1945 strike which was an earlier period than this particular thing I have been questioned about, which was in the 1946 strike.

Mr. GWINN. The carpenters were the only union striking?

Mr. RATHVON. No.

Mr. GWINN. Who else was striking?

Mr. RATHVON. The strike began ostensibly over 43 set decorators. Actually the controversy in the background, which came out eventually, was the carpenters and the IA. There were maneuvers which started the strike in 1945 that gave no indication where the battle lines were drawn, but it came out very quickly that the support behind the scenes of the strike was Mr. Hutcheson. The obvious leader of the strike was Mr. Sorrell, who represented the painters, the set decorators and other members of the carpenters union.

At that time the carpenters were not members of the conference.

Mr. GWINN. Finally, the point I want to bring out here is that where you had 100 percent or total monopolistic control of all the men in the craft, such as carpenters—and now you include painters—you had an unwillingness on the part of that monopoly that anyone else should work in your studios?

Mr. RATHVON. That is correct.

Mr. GWINN. And to try to prevent them from working in friendly relationship with the stage union workers, they resorted to mass picketing, violence, and threats?

Mr. RATHVON. They did and went on strike while the matter was still pending before the National Labor Relations Board.

Mr. GWINN. I hope we get a little more of the story from the labor-union side.

Mr. RATHVON. We have had a very clear picture from the labor union that sat in the position of watching this thing, a few moments ago, from Mr. Dullzell, of the screen-actors union. The screen actors, members of the A. F. of L., at all times during this strike tried to take a leadership in getting a settlement, in other words, at the level of the labor movement itself. They had no love for the producers and no part of the producers' effort to settle this thing. They went about it in their own way and tried very hard.

Before you came in here this afternoon we had a very clear picture of this thing from the point of view of a union who sat in and tried to settle this strike, which was given by Mr. Dullzell.

Mr. GWINN. Here was a case where you did not have a question of hours, wages, or conditions of labor?

Mr. RATHVON. That is correct, sir.

Mr. GWINN. The fight is purely between the labor unions themselves, all of whom were members of the A. F. of L., is that correct?

Mr. RATHVON. That is correct. They had drifted into two associations. You see, the IATSE is an association of studio crafts. The Conference of Studio Unions is another association of studio crafts, both including mainly A. F. of L. unions, although I believe some independent unions have been in the conference from time to time.

In addition to those groups at the time the strike started, there were certain unions, including the carpenters at that time, who belonged to neither association. We called them the basic unions. We had there really three groups to deal with.

The strike broke out between the IA group and the carpenters' group, with the carpenters independent and supporting the conference. It is a very involved situation, sir.

Mr. GWINN. Some of us are anxious to find out whether or not we can tolerate under any conditions a total monopoly.

Mr. RATHVON. I know you are.

Mr. GWINN. It looks as if total monopolies restrict production, restrict men, and prevent the free movement of men and materials in labor, just as it did in industry and ultimately destroys any free commerce at all.

Mr. RATHVON. Here you have an example which I am sure will be a historical one of a jurisdictional fight where management at no time was involved from the point of view of having a contract in dispute. The questions were entirely jurisdictional where no one benefited; where the producers suffered great losses; where the members of the striking union suffered great losses.

To my knowledge it is an example I have never seen equalled of waste, all growing out of a more or less predatory fight between labor leadership.

I would like to say to you, sir, because you were not here earlier, that I, as one of the officers of one of these motion-picture companies, came here on a subpoena this morning expecting that I might contribute in

some manner to the clarification of this thing. I have seen a hearing conducted here in a manner that to me represents prejudice that I cannot condone. We had a statement read to us when we came in this morning which said in effect that everything indicates you producers connived and conspired with the IATSE in this thing, and unless you can produce evidence to the contrary, we are going to find that there was such conspiracy. That was handed to us.

Now we have been told nothing of what evidence the gentlemen on the committee believe indicates conspiracy, so that we can freely introduce any evidence that might refute it.

I, as the president of one of these companies and who am responsible to my stockholders, am accused of conspiring because it must be at the level of the executive that a conspiracy takes place. The men who represent us in the lower echelons of studio management are not capable of conspiring with the IATSE. If there is any conspiracy, it must have been among the presidents and the head of IATSE.

I have not been asked if I conspired or any question of the kind. I have been asked detailed questions here as to meetings held by our labor committee, reported in ostensible minutes which our own people say were never read and checked. They were just kept by one of the men there for a record. They are thrown at me as minutes, and I am asked do I know this and this and this. I am asked no questions, and I am asked to volunteer nothing that would indicate my own attitude toward this conspiracy, toward the IA, toward the conference.

I am told that they have found a conspiracy unless I am able to refute it. I assure you, sir, I entered into no conspiracy with Mr. Walsh of the IA and neither did any of the other presidents. We have constantly been in hot water between these jurisdictions, between these two groups and the jurisdictional fight. We have taken no move—we are conscious we might make an error of strategy or tactics in trying to keep our studios open, and as a result we have kept a battery of lawyers constantly in touch. The lawyers made our decisions when we had to move between the impossible situation these two sides built for us.

There has been at no time any consideration given for our position. We have been the battleground that has been walked over, and consequently the conference unions tried at various times to make this not a jurisdictional fight, but what appeared to be a fight over wages and hours. That has been so completely eliminated I am sure nobody believes it.

That is the kind of atmosphere that was built. They tried at all times to keep the enthusiasm and the following of their people behind by damning the producers and blaming the whole thing on us.

Actually we have maneuvered between these two groups that are fighting for power.

Mr. GWINN. Mr. Chairman, I appreciate the courtesy of your allowing me to ask some questions on the monopolistic phases of this thing. I know nothing about your situation.

Mr. KEARNS. Yes, Mr. Gwinn.

Mr. GWINN. Thank you, Mr. Chairman.

Mr. KEARNS. Mr. Rathvon, you made a statement here that you had not been asked whether or not you had had any conspiracy of any kind. The chairman has not had a chance to question you yet. We extend the courtesy to other people on the committee before we speak.

Mr. RATHVON. I had more reference to Mr. McCann's questions, and I hoped you would ask me some questions along that line.

Mr. KEARNS. Mr. Kahane made a statement out in Los Angeles that was very, very significant. He said the labor strife in Hollywood stems from jurisdictional conflict between rival unions of the American Federation of Labor. He further stated that this has been true almost from the inception of the industry and it is true today. That was a very significant statement for this reason: We found at no time in the record whereby the producers were particularly opposed to unions. You wanted to do business. You wanted to produce pictures and you were caught in the middle, as was stated this morning by Mr. Johnston, in jurisdictional strikes.

Mr. RATHVON. That is correct.

Mr. KEARNS. Did you condone with Mr. Johnston this morning when he said they should shut the motion-picture industry down until this jurisdictional dispute was settled?

Mr. RATHVON. I differed with him definitely at the time of the first strike and all during that period, and during the early part of the second.

I was ready at one stage to agree with him—and I cannot remember at the moment which one of the crises it was. There seems to be an indication in what I have heard here that the course of cowardice was to continue operation, and the course of boldness was to close the studios. In my own thinking that was quite the other way around. The easy course would have been to close the studios. The difficult course and the course that required courage was to decide to operate in the face of what we had to contend with out there.

In my own thinking on the subject, in my weaker moments I was wanting the studio to be free of the burdens and strife that was upon us. On the other hand I arrived at the conclusion that should we close the studio, we might be closed for many, many months because of the unpredictable leadership in these two unions.

I did not agree with Mr. Johnston that if we closed down we could open again very shortly because the unions would have to get together and resolve their differences.

Mr. KEARNS. Wasn't there some question as to whether you could financially stand a shut-down for a lengthy period?

Mr. RATHVON. There was a definite question as to how long we could stand it. We did know it would be terrifically expensive to close down. I would have been in favor of closing down if someone could have guaranteed me that the shut-down would not have lasted more than a month or some such period. But knowing the attitude of these labor leaders and the extremes to which they would go in their jurisdictional fight over our bruised bodies, I had no idea they would end the strike if they were left to their own devices.

I had no belief that the A. F. or L. top management would step in and force them to do it if we closed down the studios any more than they succeeded in forcing them to do it when we kept the studios open.

Therefore, very reluctantly and as I say, a course which I did not consider a cowardly course, but a bold one, and for the benefit of our stockholders, I agreed with those who said, "Let's try and keep these studios open; let's maneuver as long as we can."

Mr. Johnston may have been right, but I would like to make this point, which I think is contrary to the implication of your question this morning, that it was not a cowardly course to go ahead and keep the studios open, because I assure you, sir, that was not the case.

Mr. KEARNS. It was firmly established in the testimony that this jurisdictional strike out there was not caused over any disagreement over wages, hours, or working conditions. We have that in the record. There is no question about that.

Mr. RATHVON. The only reason I mentioned it was, that in the publicity in the papers in 1945, that was played up at great length as the reason. Of course, we all knew it was not so.

Mr. KEARNS. Now, I ask you this question, so that you may defend it, which I have in mind to ask every president who appears as a witness here:

Have you at any time, or to your knowledge, have any of the officials of your company, in any way agreed with any union to carry on the work in the studios, regardless of jurisdictional disputes?

Mr. RATHVON. I am trying to answer this very factually, sir. At no time did we conspire, if I understand the meaning of the word "conspiracy."

Mr. KEARNS. I am not asking you to give any names, you understand.

Mr. RATHVON. I would guess that I, to my own knowledge, knowing when you are faced with a dilemma—when you move one way or the other you favor one side or the other, because you move in one direction as against the other direction—undoubtedly we made a move from time to time in connection with our efforts to keep our studios open, which was in the direction of the IA rather than in the direction of the other unions.

On the other hand, when we felt the time had come to renew negotiations with some of the striking unions, we did not ask the IA for permission; we went ahead and moved in that direction.

Now, when you are being chased by two wild bulls across a field, you are going to veer in the direction of the bull that does not run quite so fast.

So I felt if we have leaned more toward the IA rather than the other side in order to keep our studios open, it was a matter of strategy and nothing else, I assure you.

Mr. KEARNS. Do you want that to appear as your analysis that it was a matter of strategy rather than conspiracy?

Mr. RATHVON. Yes, sir. I said before, "a plague on both their houses."

Mr. KEARNS. Would you say that Mr. Walsh has been cooperative?

Mr. RATHVON. I would say Mr. Walsh is in a position to do more to keep our studios open than the other side, and did more to enable us to keep our studios open.

Mr. KEARNS. Would you say that Mr. Hutcheson has been anything but cooperative in trying to reach a solution?

Mr. RATHVON. I think Mr. Hutcheson has at no time had any consideration for the producing companies, or actually for the employees of the motion-picture company. I think he is fighting an old battle of his own. As you all know, it was started back in 1926, and I think he saw a chance to perhaps open an issue which had been rankling in his soul for many years, and that is the basis of this whole thing.

Mr. KEARNS. Is it not true that the producers were willing to pay the salary of an arbitrator if he would move in and try to settle the dispute?

Mr. RATHVON. We were ready to take many expensive moves, as you know.

When Mr. Johnston went back to Cincinnati, we agreed to pay all the people over 60 days, and then on during the period beyond we would give the people who had been thrown out of employment severance pay. I believe it was testified here this morning that it ran into millions of dollars, and we did that in the hope the settlement would be successful, as it would have been had not Mr. Hutcheson welched on the—I am afraid I am shocking the tender sensibilities of Mr. Cobb again—but I will repeat, if he had not welched on the deal, we would have probably had peace, and our three or four million dollars would have been well spent.

Mr. KEARNS. Do you agree with Mr. Johnston that this should be legislation to cope with jurisdictional disputes?

Mr. RATHVON. Let me say this. I think there should be some machinery to avoid all this waste. Nobody seems to benefit from it. I do not think I am qualified to say what type of legislation, but I have great belief in Mr. Johnston, and if I have to subscribe to any such procedure, I would like to subscribe to his.

But I do not feel qualified to say that the best means of meeting this jurisdictional problem is so and so. I say it is a problem which deserves the greatest consideration of our legislative body.

Mr. KEARNS. You would not recommend compulsory arbitration?

Mr. RATHVON. I would not, for myself.

Mr. KEARNS. Do you have any questions, Mr. Owens?

Mr. OWENS. I am just puzzled here. I consider this a serious case when anyone is charged with a conspiracy, especially where it involves a jurisdictional strike. Perhaps it is my legal training which does it, but I am inclined to veer toward the statement that the gentleman has just made to the effect that it is not necessary for one to have strategy to keep up his business and not close his doors. I do not think any American business should close because of a jurisdictional strike if there is any way to keep it open.

Mr. RATHVON. I felt that way very strongly, sir, but maybe we were wrong. Maybe we cannot maneuver, with our only thought being to keep our business open and favor neither side. Maybe it is impossible to do that without opening ourselves to accusations such as have been thrown at us here.

Mr. OWENS. I am interested in the point where you said the board rendered a decision in the matter and that that was agreed to by the IATSE, by the carpenters and by all the other unions; is that correct?

Mr. RATHVON. Yes. As Mr. Johnston stated this morning, he went to this meeting at Cincinnati. At that point following his plea and the plea of Mr. Green, there was a general agreement that for 30 days an effort would be made to try to get together. If they failed then this committee of three appointed by Mr. Green, all of whom were members of the A. F. of L. council who had no interest in our studio—

Mr. OWENS. Vice presidents.

Mr. RATHVON. That is right. They would hand down this decree. It was agreed by Mr. Walsh of the IA, Mr. Hutcheson of the carpenters and for all producers by Mr. Johnston, that we would abide by this decision.

Mr. OWENS. That is just about the same decision Mr. Johnston mentioned this morning by having arbitration and having this agreement to abide by it.

Mr. RATHVON. Nobody can be a party to such an agreement and be in a strong position if another party to the agreement after a decision is handed down, which had been agreed to in advance says, "That isn't fair, and I am not going to go along." That is what Mr. Hutcheson did.

Mr. OWENS. What is this clarification that the chairman just spoke about? What would you need clarification of something—

Mr. RATHVON. I think it is a very interesting point.

Mr. KEARNS. That was the directive that was handed down.

Mr. RATHVON (reading):

All parties concerned, that is, the IATSE, Motion Picture Machine Operators, Carpenters and Joiners, Plumbers—

all the unions, paperhangers, everybody who is involved in this studio here—

to accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

That is the exact statement.

Mr. OWENS. That is exactly what Mr. Johnston wanted in the agreement?

Mr. RATHVON. That is exactly what he wanted. Now, the three came to Hollywood. They pursued their investigation in such manner as they thought proper. Mr. Johnston testified it was not his position to try to direct their thinking. They came up with a decision. That decision Mr. Hutcheson said was an unfair decision.

Mr. OWENS. Unfair?

Mr. RATHVON. He said it was unfair and he was never willing that his people should abide by it.

Mr. OWENS. There is a difference between unfair and ambiguous.

Mr. RATHVON. I do not want to put the wrong words in his mouth. He would not abide by it for reasons he felt were sufficient.

Mr. OWENS. It looks as though we are going to have to have Mr. Hutcheson here. It appears to me, as a member of the full committee—and not a member of the subcommittee—who will eventually have to pass upon this matter, that before we can say there is a conspiracy if there has been a contract and one party has failed to live up to that contract—

Mr. RATHVON. You perhaps know, sir, there were hearings of this subcommittee in Hollywood for a number of weeks at which Mr. Hutcheson did not attend. He is not available at these hearings.

Mr. OWENS. Has Mr. Hutcheson testified before the committee or the subcommittee?

Mr. RATHVON. He has not, sir.

Mr. OWENS. The man who failed to abide by this agreement?

Mr. RATHVON. That is correct, sir.

Mr. OWENS. Inasmuch as Mr. Hutcheson appeared before us last year and indicated he did not have much respect for laws, and pre-

ferred to use economic strength, I am afraid we will have to talk to Mr. Hutcheson first.

Mr. RATHVON. I would recommend it, sir.

Mr. OWENS. That is all.

Mr. KEARNS. Do other counsel have any questions?

Mr. McCANN. Yes, sir; they have a few question which I will submit to Mr. Rathvon. These are questions, Mr. Rathvon, submitted by George E. Bolen, counsel for the painters.

At the Easter meeting, 1947, in New York, were Mr. Brewer and Walsh present?

Mr. RATHVON. No.

Mr. McCANN. Did you discuss with him the advisability of reopening negotiations with the carpenters?

Mr. RATHVON. No.

Mr. McCANN. Are you aware that E. J. Mannix testified in Los Angeles that the proposed negotiations with the companies were discussed with Brewer and Walsh?

Mr. RATHVON. I know they were informed after the decision was taken at our meeting on Easter Sunday that we would open negotiations with the carpenters. I know that Mr. Schenck and Mr. Mannix informed Mr. Walsh and Mr. Brewer of that fact on that same day.

Mr. McCANN. They did so after your meeting?

Mr. RATHVON. After we had taken the decision Mr. Schenck and I think it was Mr. Mannix, as a committee were told to go and inform Mr. Walsh of the decision we had taken.

Mr. McCANN. Mr. Walsh and Mr. Brewer did not come into your meeting at all?

Mr. RATHVON. That is correct.

Mr. McCANN. Did you know that carpenters were brought in from RKO's 40-acre lot on September 23, where they had 3 weeks' work to do, and were ordered to work on hot sets?

Mr. RATHVON. No.

Mr. McCANN. That testimony I believe, Mr. Rathvon, is in the—

Mr. RATHVON. I was going to say I presumed that had happened, but you asked me that question in such a way that I had to answer as I did.

Mr. McCANN. I wanted you to know that in the previous testimony—and I did not recall it was RKO—it was testified that carpenters were brought in from places where they had 3 weeks' work to do and were requested to work on hot sets and when they refused to work on them they were promptly laid off. Did you know that they were laid off?

Mr. RATHVON. I know this, and I would like to elaborate on my answer slightly. When you have to make one of these decisions between the horns of the dilemma, that is, lean one way or the other, you have to take certain steps in the incidents that are created for you to make a move. If, in the process of meeting a situation, we actually took a carpenter and assigned him to a hot set after he had been working on some other set that was not hot that might very well have been a maneuver in this procedure that would simply hasten the final decision of how we were going to go. It might be a very ragged procedure which would take weeks to meet the issue with every employee.

Mr. McCANN. Had you approved or authorized this policy in advance?

Mr. RATHVON. The policy I had approved and authorized in advance, I can say in two parts: One, that we would take such steps as seemed necessary to keep our studios in the fullest operation possible. Point 2: We would take no steps that had not been previously approved by counsel.

Mr. KEARNS. That was an agreement of all the producers?

Mr. RATHVON. He asked me as to a matter of policy, and I said that was the policy we followed continuously.

Mr. McCANN. This is from Mr. Zorn. I submit this question:

Who made the sets "hot," the carpenters or the producers?

Mr. RATHVON. They were made "hot" by one or the other union. Now, if he is referring to the September situation, it was the carpenters.

Mr. McCANN. I assume he is referring to the September situation.

Mr. RATHVON. The carpenters made them "hot."

Mr. McCANN. Will you explain why they made them "hot"?

Mr. RATHVON. Because they refused to work on sets on which the set erectors had done certain actions which they claimed to be their own. I might explain that between the carpenter work of erecting parts of sets and then putting them on the stage and putting them together, constantly over many years has caused the most disputes over the minutia of the work.

Mr. KEARNS. Overlapping jurisdiction?

Mr. RATHVON. During the period just preceding this "hot" incident, we were under a truce while we were waiting to see what Mr. Casey, who was deciding this thing, was going to do. When that period ended, the sets which became "hot," because the carpenters refused to do what they had previously been willing to do under Casey—the sets immediately became "hot" because the carpenters made them "hot." We laid the carpenters off as fast as they refused to work on these sets, and we assigned other carpenters to these sets, apparently to lay them off.

Mr. McCANN. I think you have answered the question Mr. Levy proposed here, but I want to give everyone an opportunity to have their questions answered.

In September 1946 were these sets declared "hot" by the producers, or were they declared "hot" by the carpenters themselves, because the IATSE was doing set erection in accordance with an arbitration decision?

Mr. RATHVON. I think I just answered that question.

Mr. McCANN. I think you did.

Now, in order that the gentlemen who have come into the committee hearing room may understand this problem, and for the purpose of clarification, Mr. Rathvon, I think that you should have this statement:

The evidence before the committee in Hollywood showed that the producers were placed on the horns of a dilemma in that a clarification came out of the three-man committee which apparently turned work to the carpenters which the directive of December had given to the IATSE. Do you agree with that?

Mr. RATHVON. That we were put on the horns of a dilemma by the issuance of the clarification?

Mr. McCANN. By the clarification.

Mr. RATHVON. That is correct.

Mr. McCANN. Now, the evidence definitely shows in our record as of this date that Walsh advised you if you dared to carry out the terms of the clarification and return carpenters to the work previously done, as testified by production men here, by carpenters for 15 to 20 years before the directive, that he would close down the theaters, close down the distribution, and close down the production. Are we agreed on that?

Mr. RATHVON. Are you asking me if that threat is why we took the action we did?

Mr. McCANN. No; I am asking you if there was such a threat?

Mr. RATHVON. I am told Mr. Walsh issued a statement, letter, or something to the effect that if we followed the clarification that we would have to face some sort of strike or action on the part of the IA.

Mr. KEARNS. To interrupt there, that was because the producers, the carpenters, and the IATSE originally agreed to the directive and then went back to work; isn't that so?

Mr. RATHVON. No. I would say this: We received as a result of this three-man board a decision under which we were supposed to live. Later, after we had tried to live up to that thing, in spite of the fact that the carpenters would not agree to it, a clarification came along which said, in effect, "We reverse some of this now," presumably issuing from the same committee.

We were told a moment ago by the representative of the actors that the very men who issued the clarification said they did so through pressure and skullduggery in the high councils of the A. F. of L., and not because they themselves wanted to reverse their action.

But in any event, the first decision of theirs which favored the IA and which we pledged ourselves to live up to, was affected by this issuance of the clarification which threw the work back to the carpenters.

At that point Mr. Walsh said, you live up to the first decision you agreed to. This clarification is of no effect. It has been put in operation here without proper consideration, or whatever.

In any event, we were again on the horns of the dilemma. We could either elect to follow the clarification or go ahead on the course we had agreed to.

Now, we were advised by counsel very clearly at that time when they looked into it that we would be better off to follow the original decision than to follow the clarification, and that is what we elected to do.

Mr. KEARNS. And that is followed by an interpretation of the clarification, as you recall, which further muddled the thing; is that correct?

Mr. RATHVON. That is correct.

Mr. GWINN. Mr. Chairman, I want to ask him a question as to time. You made your arrangement to live up to the arbitrator's decision or directive; is that correct?

Mr. RATHVON. Yes, sir.

Mr. GWINN. How long after that was the clarification issued?

Mr. RATHVON. It was a matter of months.

Mr. McCANN. Approximately 8 months.

Mr. GWINN. So that they had been operating under the original decree in making all of your new arrangements?

Mr. RATHVON. With considerable difficulty because of the reluctance of the carpenters to live up to it; but we were operating.

Mr. McCANN. I am trying to do this for the benefit of the other members of the committee and to straighten out something in the mind of Mr. Rathvon, as well.

Mr. OWENS. Might I add, Mr. Chairman, that the thing I was most interested in and which was glossed over very rapidly was that the directive said a certain thing and that there was a clarification later. Anything else does not mean much unless we have both the directive and the clarification.

Mr. McCANN. They are both in the record.

Mr. OWENS. Could we find out in just what substantial way the directive was changed by the clarification?

Mr. McCANN. Yes, sir; the directive—and I will leave it to Mr. Rathvon to correct me if I am making an erroneous statement—the original directive assigned set erection to the IATSE, which meant from 300 to 350 jobs the carpenters had done from 15 to 20 years being transferred to the IATSE.

Now, the clarification came out, and it stated that the language previously used did not mean what it sounded like, but that they meant that the assembly of sets should go to the IATSE, but set erection went to the carpenters. That is in substance what the clarification meant.

Mr. OWENS. In other words, they admitted it was ambiguous in the first instance?

Mr. McCANN. Yes.

Mr. RATHVON. May I interrupt, sir? There was no question of ambiguity.

Mr. OWENS. No question about that?

Mr. RATHVON. No question of ambiguity at all, sir.

Mr. OWENS. If there were no question of ambiguity, then there would be no need for clarification?

Mr. RATHVON. I know, but there was still no question of ambiguity.

Mr. OWENS. Neither latent nor patent ambiguity?

Mr. RATHVON. Neither.

Mr. KEARNS. It should be noted on the record that Mr. Hutcheson demanded clarification.

Mr. RATHVON. You can call a reversal of decision a clarification if you choose to do so, in order to save face, and that was the only reason it was called a clarification.

Mr. OWENS. You understand, Mr. McCann, as a lawyer, certainly there could not be any clarification if there weren't a latent or patent ambiguity there somewhere.

Mr. McCANN. I understand that, sir.

Mr. RATHVON. I would not describe the basic situation as Mr. McCann did either.

Mr. McCANN. I would be glad for you to correct it. I was trying to make a statement which he would understand.

Mr. RATHVON. I am not trying to accuse you of deceiving, sir. I say, I would describe it differently.

Mr. McCANN. I would be glad for you to describe it, sir. I want to get it clear for the members of the committee who have come in.

Mr. RATHVON. The IA men were doing set erecting for many years. It was not a question of their getting it under the decision. They got certain work, however, that they had not been doing over the past years in connection with set erection, which previously had been done by the carpenters. That is correct, but it did not go to all set erection by any means.

Now, Mr. Walsh embraced that additional work because it was assigned to him. It was a type of work which had been assigned to him under a settlement way back in 1926, but which he had never gotten.

Why the three vice presidents who made up this committee chose to go back to the 1926 agreement which was never fully put into effect, is none of my business, and I don't know, but they did do that and they actually gave to the IA a little more work as set erectors than they had as set erectors at the time of the strike, so they came out a little better under this jurisdictional settlement. It may be that the men on the committee thought they had to give them that in order to clarify this fine line of distinction in the work.

In other words, that is what they decided and that is what we lived up to.

In this settlement, Mr. Hutcheson's men had somewhat less work, enough work to handle some 350 carpenters in our whole industry, that is the fact that riled Mr. Hutcheson and caused him to refuse to live up to this thing which he had previously consented to.

Mr. McCANN. You have said that twice, and I want to set you straight on that, because I think you are a little in error there. I am not trying to create an argument, but to state a fact.

Mr. Hutcheson said it was not agreeable to him, but that his men could work under that agreement; did he not?

Mr. RATHVON. I believe he did say that, but in the matter of practice he did not.

Mr. McCANN. Well, they did go back to work, did they not, on the 31st of October and continued to work under the agreement from the 26th of December until the strike that followed on September 23?

Mr. RATHVON. Under great difficulty they did go back to work, up until the time they declared sets "hot."

Mr. McCANN. I am trying to get this thing straightened out, so that the members of the committee who have come in here may understand actually what took place.

Following the directive and the clarification, there came the threat of Mr. Walsh as to what he would do, and the ultimatum of Mr. Cambiano that if you did not return the work to the carpenters under the clarification that they would declare the sets "hot." You were on the horns of a dilemma and had to choose between the two; is that not correct?

Mr. RATHVON. We were on the horns of a dilemma and had to find ourselves a course which might be choosing between the two or trying to compromise in some other manner.

Mr. McCANN. Now, do you remember, and is it a fact that under those circumstances you went to Mr. Brewer and said to Mr. Brewer:

What we are going to do will depend upon your action?

Mr. RATHVON. I made no such statement to Mr. Brewer.

Mr. McCANN. Did your labor representative say that to Mr. Brewer?

Mr. RATHVON. I would rather they would testify. I don't know what they said to Mr. Brewer.

Mr. McCANN. Was it reported to you that they did say that to Mr. Brewer?

Mr. RATHVON. Not to my recollection.

Mr. McCANN. Gentlemen, that is in the record, in the minutes which we have already introduced in evidence, that the producers put it up to Mr. Brewer, "We must know if you will furnish replacements before we decide on our course of action."

Mr. RATHVON. That would seem to be a rather sensible plan, but I do not recollect that I knew about it.

Mr. McCANN. That appears in the minutes, so I assume you will agree that it did take place.

Now, the issue here, and the thing, Mr. Rathvon, that we are trying to give you as a president, and any other president here, an opportunity to meet is this: There is no question but that you had a right to turn down the painters and carpenters, or had a right to turn down the IA, but when you sat in the conference with the Walsh forces or the IA and definitely planned that on a certain day, the 23d day of September, you would create incidents which would result in all of the carpenters walking out, that is the issue that Mr. Kearns and I are particularly interested in, as to how you can meet that situation.

Mr. OWENS. Before he answers, I would like to know if this arose out of that so-called clarification where one plain word, was it "erection" you say changed to "assembly"?

Mr. McCANN. Yes.

Mr. OWENS. Why?

Mr. McCANN. That, sir, was done by the three-man vice-presidential committee that went out there and made the original decision, then made a clarification 8 months later.

Mr. OWENS. Don't you think that any men standing on their feet would have a right to oppose and suspect there was something wrong with a thing of that kind after three men had made their decision?

Mr. McCANN. We don't question that, sir.

Mr. OWENS. Would you call it a conspiracy of any kind, or creating incidents when they oppose a thing of that kind?

It seems to me that was a proper thing to do.

Mr. McCANN. That is an excellent thought and I am sure it comforts the presidents. But the thought is that they should create with the cooperation of one group, incidents which shut all of these other men out of their employ.

Mr. GWINN. But, Mr. McCann, I understand from your own presentation that these men on advice of counsel thought they had a contract 8 months before, a binding contract that they were bound to live up to and that they proposed to stand on it and do whatever they needed to on the advice of counsel to maintain their rights and their position.

Mr. McCANN. There is no question but what they had the right to follow the advice of counsel.

Mr. GWINN. Weren't they under obligation to live up to a binding contract which they had made?

Mr. McCANN. You mean the carpenters?

Mr. GWINN. I mean the producers and the other unions that wanted to go ahead with this contract, all of them except the carpenters who wanted to throw the contract overboard.

Mr. McCANN. That might be, except for one thought which I would like to throw out for your consideration at this time, and which has not been developed here through Mr. Rathvon, while you gentlemen were present.

The three-man committee had emphatically stated it was not their intention to take from the carpenters any of the work which the carpenters had done and that when they made their original decision of December 26 upon the basis of an agreement dated in 1925 and called the 1926 agreement, they did not know until months afterward that the so-called 1926 agreement had never gone into effect.

Mr. RATHVON. May I be heard on that?

Mr. McCANN. Yes, sir; we will be glad to hear from you.

Mr. RATHVON. Earlier this afternoon Mr. Dullzell of the actors union testified about a meeting in Chicago where four of our most prominent actors, Mr. Dullzell himself, and others representing the four A's, which are the various actors groups, the stage, the screen and so on, sat down with those same three vice presidents in Chicago after they had issued the clarification. These men told these actors as testified by Mr. Dullzell that the clarification was issued over their name without their consent; it was not of their making. I would urge you to read the statement Mr. Dullzell put in here.

When we were faced with this clarification we were faced with something that we were informed and believed was the result of pressure by Mr. Hutcheson on these three men who had come out there to make this report. At that time when we were forced to decide whether we were to go by this original decision or to reverse ourselves and follow the clarification—if we went with the original decision we were living up to the agreement Mr. Johnston made; if we followed the clarification we were going into the doubtful area of taking a second decision from these same people.

If they had not disowned the clarification at that time we probably might have given it more consideration. Later on they testified as Mr. McCann has told you.

So I must put the results of this decision handed down by these three men in three phases: First, they came out there and made themselves the decision. Eight months later they issued a clarification which they themselves denied to other members of the A. F. of L., the actors; and phase three, under some pressure that I am sure I do not know about, they came and testified and said, "When we did issue the clarification we did not know that our original thing took certain work away."

I think none of you gentlemen can understand this unless you read this testimony.

Mr. OWENS. Well, they should have had three new men appointed to decide it rather than to have the same three admit that they had issued the thing and did not understand it and had made such a mistake. It really would have been better to have three new men appointed to hear the whole thing, would it not?

Mr. RATHVON. Right. But before you gentlemen leave make one more point which I am very much concerned over. I am very much concerned over this. This disturbs me most.

I came all the way from Hollywood to appear before this committee and I hope to be helpful, to testify on this situation you have just described, and I am faced with this: A statement from the chairman——

Mr. OWENS. We are acquainted with that statement. We have heard you and I think we are able to judge character.

Mr. RATHVON. Maybe I am pressing my point, sir, and I withdraw it, but I do feel that our maneuvers here in this dilemma situation we have been in are being twisted and turned against us. On the basis of the record we are accused that they have found a conspiracy here unless we come in and produce evidence to the contrary. I do not know what these gentlemen believe of the testimony. There are days and days of it in the record. I do not know what part they believe of it which would cause them to issue such a statement.

I would make a strong plea that those of you who make the final decision in this matter, who shape the policies and procedures, and who are the only ones who could conspire with IATSE, that you form your final judgment on what we have to say to you and not on the record of somebody's minutes out in Hollywood in a situation such as we have tried to air here, because it comes down apparently to this one point here, this one relationship growing out of a directive, a clarification, and so on where we steered the best course we could. We elected to go in one direction and now in that one activity flowing out of that situation created by high policy in the A. F. of L. we are accused of conspiracy.

Mr. KEARNS. Mr. Rathvon, we have the presidents here for that particular reason. I want to tell you that I appreciate your presence and every one of the presidents will have an opportunity to present their side.

Mr. McCANN. Mr. Chairman, may I ask two or three questions that have been submitted?

Mr. KEARNS. Who submitted the questions?

Mr. McCANN. One is a question by Mr. Freeman and one by Mr. Cobb. I would like to get them out of the way so that we can excuse Mr. Rathvon if possible.

Mr. KEARNS. All right.

Mr. McCANN. Mr. Freeman asked this question: Did not the directive of December 26 take work away from the IATSE and give it to other unions?

Mr. RATHVON. I do not know what the directive of December 26 is.

Mr. McCANN. That is the original directive.

Mr. RATHVON. I understand it took certain work away from the carpenters and gave it to the set erectors that the carpenters had enjoyed for some time.

Mr. McCANN. I don't believe you have answered the question the way he intended it.

Mr. RATHVON. Read it back to me, please.

Mr. McCANN. Did not the directive of December 26 take work away from the IATSE and give it to other unions? He does not mention the carpenters. He says "other unions." If you do not know, you can say so.

Mr. RATHVON. I think I would rather answer that question that I do not know because I am not too familiar with the other aspects of that decision.

Mr. McCANN. I have some questions by Mr. Cobb and the only reason for keeping you, sir, is to try to dispose of this thing:

Did you know that the three-man committee: One, decided to follow the historic work division between the carpenters and the IATSE?

Mr. RATHVON. I would assume so.

Mr. McCANN. That Mr. Walsh represented to Mr. Doherty of the three-man committee that the purported 1926 agreement between the carpenters and IA represented the historic division of work?

Mr. RATHVON. Of course I know nothing about Mr. Walsh's representations.

Mr. McCANN. All right. Three: When in fact the purported 1926 agreement had never been executed or used and did not represent the actual historical division, you don't know about that?

Mr. RATHVON. I don't know that the board was expected to go back and find the historic division. They were to come out and find a fair jurisdictional decision on this thing. They may have found it in that previous understanding that was never put into effect.

Mr. McCANN. This is the last question: That the three-man committee acted upon Mr. Walsh's representation and used the agreement of said nonexistent contract in their decision?

Mr. RATHVON. You did not ask that as a question. You mean did I know that?

Mr. McCANN. Did you know that the three-man committee acted upon Mr. Walsh's representation and used the agreement of 1926, a nonexistent agreement, in their decision?

Mr. RATHVON. I do not think any producers know what motivated the three men to make the decision.

Mr. McCANN. Thank you very much, Mr. Rathvon. So far as I am concerned, that finishes your testimony.

Mr. KEARNS. We will stand adjourned until 10 o'clock tomorrow morning.

(Whereupon, at 4:55 p. m., the subcommittee adjourned until 10 o'clock the following day, Wednesday, February 18, 1948.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

WEDNESDAY, FEBRUARY 18, 1948

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Washington, D. C.

The subcommittee met, pursuant to adjournment, at 10 a. m., before Hon. Carroll D. Kearns, chairman of the special subcommittee.

Mr. KEARNS. The hearing will come to order, please.

As our first procedure this morning, I would like to have counsel read into the record the minutes of the Miami meeting. Following that we will have testimony from Mr. Doherty on the directive that was handed down by the three-man committee.

Will counsel read those minutes as quickly as possible at this time, so we will have them for the record?

Mr. McCANN. Mr. Chairman, they are rather voluminous. I want to say that these minutes have been furnished by Morris Hutcheson, the vice president of the carpenters' union, and are photostats of the Miami minutes. I will not read sections of it which apparently do not refer to the controversy in Hollywood, nor will I read the index which is at the beginning of these minutes.

Mr. KEARNS. That is right, cut it down to that part that is pertinent to this hearing.

Mr. McCANN. Starting with page 52 of the photostatic record of the minutes [reading]:

President Maloney, of the International Union of Operating Engineers, made a statement to the counsel protesting that the engineers have approximately 40 men in the motion-picture industry in Hollywood, and that when the committee went out there and made a decision, through an error made by the counsel, the operating engineers were not mentioned in the report of the committee. President Maloney stated that he then contacted President Green and President Green promised to call the committee in Los Angeles and instruct them to listen to the representative of the engineers.

President Maloney stated he is not criticizing the committee in any manner but the committee had this meeting and when the engineer appeared to present his case about the work he is entitled to in the motion-picture industry they would not hear him because the committee contended the engineers were not on the list mentioned in the order which the executive council gave to this committee.

President Maloney stated he wanted to enter a complaint that since this report was made there have been about 40 engineers who have lost their jobs. President Maloney stated he wanted the council to revise the order that was given to this committee, and he believes he can settle his case agreeably.

Vice President Tobin asked who has these engineers now.

President Maloney replied that the teamsters have some and the electrical workers have some.

Secretary-Treasurer Meany stated that it was no accident that the engineers were not included in the order, but that the council confined the work of the

committee to those who had members in dispute, and the operating engineers were not on strike. He contended that this committee had a job to do and it did its job and the operating engineers were not involved.

President Maloney stated he thought the council ought to appoint another committee with authority to listen to the engineers and make a report back to this council, and if it has to, to amend the other report.

Vice President Knight, chairman of the committee, stated that they of the committee have no quarrel with Brother Maloney or any of the other several organizations that wanted to get in, but the hearing in Cincinnati included as has been said here the motion picture machine operators and six organizations that went on strike on March 12 and the directive was to handle the jurisdiction disputes between those seven organizations, and they are spelled out in that directive with their full titles.

Vice President Knight stated the committee has made that decision and it has been delivered to all parties and the job of the committee has been completed.

Vice President Knight reported that the first organization that contacted the committee was the blacksmiths demanding that they come in along with the other organizations. He stated his information is that they did not have a member in the studios, and there are only 26 blacksmiths employed in all the studios in Los Angeles. He stated the committee talked to all of them. Vice President Knight stated that then the plasterers wanted to come in and after that Brother Maloney's representative called on the phone, and Vice President Knight stated he explained the situation why the committee could not handle their case. He stated then Brother Maloney's representative called Brother Doherty and he told him the same thing. Vice President Knight reported that the information the committee received was that the operating engineers did not have a man in the studios when the strike was called, but during the strike they put 19 men in.

Vice President Knight stated that the committee was in the position out there of having a directive from the council to handle the jurisdiction disputes between these organizations and it was a big job for any committee to handle in 30 days, which was the time limit set.

President Green stated that the council would consider this request and President Maloney would be advised.

The hearing was concluded.

President Green stated that he believed it timely and appropriate at this time to present to the council the report of the committee from the executive council who acted in the Hollywood controversy. President Green stated the report was submitted by the chairman of the committee some time ago and it has been listed for submission to the council as a matter of information.

President Green stated that in the meantime some interesting developments have taken place and as a result of that he has tried his best during the time he has been in Miami to bring about an understanding that would be acceptable and satisfactory to all concerned, but thus far he has failed, although some substantial progress has been made.

President Green stated he does not think it necessary for him at the moment to review the case as it was considered at the last meeting of the executive council in Cincinnati, and the details of that controversy are all fresh in the minds of the council members.

President Green stated if there are no objections the committee will submit its report as a matter of information to the council. The committee was composed of Vice President Knight, chairman, and Vice Presidents Doherty and Birthright.

Vice President Knight stated that all of the council members with the exception of Vice President Lewis are quite familiar with this case. He stated it started with a strike on March 12, 1945, over jurisdiction and continued until October 24, when the council met in Cincinnati, Ohio. Vice President Knight stated that all the organizations involved were present, including Mr. Eric Johnston and Mr. Donald Nelson who represented the studios.

Vice President Knight quoted the directive given by the executive council at that time:

"1. The council directs that the Hollywood strike be terminated immediately.

"2. That all employees return to work immediately.

"3. That for a period of 30 days the international unions affected make every attempt to settle the jurisdictional questions involved in the dispute.

"4. That after the expiration of 30 days a committee of three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional questions still involved.

"5. That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada; the United Brotherhood of Carpenters and Joiners of America; International Association of Machinists; United Association of Plumbers and Steam Fitters of the United States and Canada; Brotherhood of Painters, Decorators, and Paperhangers of America; the International Brotherhood of Electrical Workers, and the Building Service Employees' International Union, accept as final and binding such decisions and determinations as the executive council committee of three may finally render."

Vice President Knight stated that later on the committee was appointed. He reported that the committee has carried out that directive in its entirety and they complied with that directive completely. He stated it does not call for any report of this council, but, however, the committee will make this report to be helpful.

Vice President Knight reported that when the executive council adjourned, the committee got together and decided it was advisable to go to Hollywood rather than to have maybe 30, 40, or 50 people come from Los Angeles to the East, and there might be two members of the committee at least away from home. He reported the committee decided the quickest date after the expiration of the first 30-day period that they could get into Los Angeles was December 3, and it was agreed that three letters should be addressed to the seven organizations named in the directive. He stated one was that the organizations be requested to furnish the committee with three copies of their jurisdiction coverages as granted by affiliation with the A. F. of L.; the second was that the committee request those chief executives to have their representatives in Hollywood give the committee a list of the items of work or the questions that were in dispute.

Vice President Knight stated on the first request, three organizations responded; on the second request, none of the organizations responded.

Vice President Knight reported that the next request was that they have one representative meet the committee at the Hollywood-Roosevelt Hotel in Hollywood at 2:30 p. m., on the afternoon of December 3. He stated there were about 30 or 35 there. He stated they were advised in the letter that this meeting was not for discussion of any question in dispute or the settling of the strike or jurisdiction disputes, but to discuss procedure. Vice President Knight stated the first thing the committee told them was of the purpose of the committee there; then the directive was read to them.

Vice President Knight stated that before the committee went to Hollywood they received objections to the machinists being included because of their then having been dissociated from the A. F. of L. by the council at a meeting in Washington, D. C., and at the meeting at the Hollywood-Roosevelt Hotel on the afternoon of December 3 objection was raised there. Vice President Knight reported that the committee stated to that delegation that the machinists were included in the directive and the committee had not received any different instructions from the executive council, and it was the opinion of the committee that if the desire was to drop the machinists from the directive the council would have taken such action in Washington after dissociating the machinists from the A. F. of L.; and therefore the machinists would be heard the same as any of the other organizations named in the directive. Vice President Knight stated that was taken in good faith and there was no more said about it. He stated they were advised of the agenda and the hours and dates when the representatives of the organizations named in the directive would be heard.

Vice President Knight reported that at 9:30 a. m., Saturday the 10th, the committee visited Paramount Studios with one man from each of these seven crafts who was selected by the organization and they went through the studios from cellar to garrett. He stated they were there until 2:30 in the afternoon and then went back to the hotel and met with the representatives of the Theatrical Stage Employees from 3 until 5 p. m. Vice President Knight stated that closed the hearings.

Vice President Knight stated the committee worked, morning, noon, and night all the time they were out there and then they spent 2 days considering the case as they had seen it in the studios and the information that had been given to the committee that was taken down by a court reporter. He stated that each of the organizations was furnished with a verbatim copy of their

testimony before the committee, but not the testimony of the other organizations. He stated there were four master files made of that testimony and everything that was done, one for each member of the committee and one for President Green. He stated they drew up a first draft of the decision and sat down and criticized it, amended it, and added to it. He stated two members of the committee then left to return East and he remained in Hollywood for 2 more days to close up there and get all the documents from the reporter.

Vice President Knight reported that two members of the committee worked on the decision all the way from Los Angeles to Chicago; another draft was made, and he was in Chicago on the case on December 20 and 21 when more criticisms were made on it, and then the final draft was drawn.

Vice President Knight reported that the committee was urged if possible to get their decision out before December 31 due to the fact that agreements expired on December 31, 1945. He stated the committee did everything they could to do that but because of the mail being so congested it was delayed to some extent. He stated the committee hoped to get the decision to all of them but because of the delay in the mails it did not get to the representatives of these seven organizations in Hollywood until January 3, 1946. Vice President Knight reported that he wired them on the morning of January 2 that the decision was completed and signed and would be in the mail to them via airmail special delivery on the morning of the 2d and would be delivered to them on the morning of the 3d, and in order that that could be done he sent them by special messenger down to the main post office where they would go out that afternoon. Vice President Knight stated the committee then furnished every member of the executive council with a copy of the decision and the chief executive of the organizations involved that were not represented on the council.

Vice President Knight expressed the opinion that he did not believe any member of the council felt it was humanly possible for three members of this council, or any other three members, to render a decision on jurisdictional disputes, some of them 30 and 35 years old, and that numerous agreements had been entered into by officers of these organizations for that period of years.

Vice President Knight stated the committee did the best they could under the circumstances. He stated he did not think it was fair to any committee to have a job of that kind with a directive that it must be done in 30 days.

Vice President Knight reported that immediately upon arrival in Los Angeles the committee was bombarded by other organizations wanting to get in for hearings, but the committee declined because the directive named seven organizations and if the committee started to take in the other organizations trying to settle their problems and jurisdictional disputes they would probably have had 10, 12, or maybe 15 of those come in, and the committee would have been in Hollywood yet and it would not have been possible to render a decision within the prescribed time.

Vice President Knight pointed out the fact that the members of the committee were disinterested insofar as direct jurisdictional disputes that brought about the strike of March 12, 1945, and lasting until October 24, 1945, and they were interested in that extent because there is a bad situation there. He stated there is a very bitter feeling in that industry in Hollywood and there are numerous other interests working there, some of them working with these people not for their benefit but for the ultimate result of their taking over, and then we would have other organizations representing those people in Hollywood.

Vice President Knight stated that the committee expected that the decision would be criticized, and they have no objection to any criticism that may be offered, but the committee did the work and they intended for everybody to feel that they were honest whether the committee did a good job or not. He stated he thought the committee did a good job under the circumstances.

Vice President Doherty stated that the able chairman of the committee has made a very fine statement; that he has outlined to the council the activities of the committee and he did not think it is up to this committee to come in and defend its position. Vice President Doherty stated the decision has been handed down; the executive council in Cincinnati last October agreed unanimously that this committee go to Hollywood and attempt to settle the jurisdictional disputes there and that the decision of the committee would be final and binding on all the seven international unions involved. Vice President Doherty stated that insofar as he is concerned the committee has handed down a fair and just and equitable and impartial decision. He stated he sincerely hopes this executive council will support its own committee.

President Green stated that as he understands it, Vice President Hutcheson feels justified in offering objections to some phase of the report.

Vice President Hutcheson stated that he wanted to say in the beginning that he finds himself in a very embarrassing position. He stated he was one of those who supported the selection of a committee, but in doing so he expected to be given an opportunity to present the position of the United Brotherhood of Carpenters in the matter and call to the attention of the committee some of the records of the American Federation of Labor wherein they dealt with this question years ago, and he expected the committee to be guided by that procedure.

Vice President Hutcheson stated he did not receive a communication from Vice President Knight of the committee advising him that the committee was going to meet in Hollywood, and he replied thereto setting forth the fact that it would be impossible for him to go to Hollywood or any one of the general officers of the brotherhood, but that he would like the opportunity to confer with the committee before they completed their report.

Vice President Hutcheson stated in reply to that communication he received a communication from Vice President Knight, chairman of the committee, wherein he set forth that "notwithstanding all this, Brother Hutcheson, the committee will not pass upon the particular items of work in which you are interested at least until such time as you have an opportunity to defend the position of your organization." Vice President Hutcheson stated that was dated November 20.

He contended that after Brother Knight arrived at Hollywood he received a telegram from Brother Knight stating that "the committee would appreciate your having a representative appear at the Hollywood-Roosevelt Hotel, Thursday afternoon, 2 o'clock, December 6."

Vice President Hutcheson stated in reply thereto the carpenters wired, "Re your wire General Representative Cambiano will contact your committee and give you every help and assistance possible. Regards. Signed, W. L. Hutcheson."

Vice President Hutcheson stated that Brother Cambiano appeared before the committee and presented some pictures and other things in reference to the claims of the carpenters but in doing so he presented the committee with a communication in connection with them, the last paragraph of which reads:

"This submission is being made with the understanding that no conclusions will be made by this arbitration board in Los Angeles and that further evidence and data may be submitted and discussions will be held with the international president of the United Brotherhood of Carpenters prior to any final determination of this matter."

Vice President Hutcheson stated that President Green will recall early in December when he was in Washington and attended a meeting of the vice presidents on the council that were in Washington at that time wherein they discussed what the policy should be in reference to the message that the President had sent to Congress on the fact-finding proposal, that Vice President Hutcheson mentioned at that time that he had asked and received from Brother Knight assurance that he would be given an opportunity to confer with the committee.

President Green replied that he recalled that.

Vice President Hutcheson stated that what he had in mind was to present to the committee information first to show that since the beginning of the brotherhood and the federation the carpenters have had recognition of jurisdiction in reference to running woodworking machinery. Vice President Hutcheson exhibited a volume of bound constitutions of the carpenters beginning with 1886 and stated that in 1886 it is set forth in that constitution that the jurisdiction includes the running of woodworking machinery. He contended that the federation recognized that jurisdiction when the brotherhood helped create and bring into existence the A. F. of L.

Vice President Hutcheson stated further that recognition of that jurisdiction was given to the brotherhood in the convention of 1911 when the convention ordered the amalgamated wood workers, which was a woodworking organization in shops, exclusively, to amalgamate with the brotherhood of carpenters, and it was carried out. He contended that in that action it was set forth in the records of the 1911 convention that the jurisdiction of the amalgamated wood workers which the convention ordered to amalgamate and consolidate with the brotherhood includes the running of all woodworking machinery.

Vice President Hutcheson referred to the proceedings of the Montreal convention held in 1920, and quoted the report of the committee on adjustment (pp. 457-459). Vice President Hutcheson called attention to resolutions 19 and 74 which were considered by the committee relative to the International Theatri-

cal Stage Employees versus Building Trades Department, the resolves reading as follows:

"That the Fortieth Annual Convention of the American Federation of Labor direct the International Alliance of Theatrical Stage Employees to cease further encroachment upon the jurisdiction claims of the building trades department, cancel such agreements as may have been entered into with the Motion Picture Producers that affected employees of the building industry, and cause the members to be restored to their right organizations. For failure to carry out the spirit of this resolution within 60 days, the charter of the International Alliance of Theatrical Stage Employees shall be suspended."

Vice President Hutcheson quoted the discussion that followed in the convention and the action of the convention which was that the report of the committee was adopted.

Vice President Hutcheson referred to the proceedings of the Denver convention held in 1921, and quoted from the report of the executive council to the convention on the matter of the controversy between the building trades and Theatrical Stage Employees (pp. 137-140), which included an exchange of telegrams between President Gompers and President Lemke of the Theatrical Stage Employees, and the supplemental report of the executive council to the convention which was read by Vice President Duncan (p. 176) to the convention. Vice President Hutcheson then quoted the report of the committee on adjustment which considered that part of the report of the executive council under the caption "Building Trades—Theatrical Stage Employees" and the supplemental report of the executive council to the convention on this subject (pp. 467-468). He pointed out the recommendation of the committee which reads as follows:

"Your committee recommends concurrence in the action of the executive council and also recommends that the president of the American Federation of Labor within 15 days from the adjournment of this convention call a series of conferences between the representatives of the Theatrical Stage Employees and each one of the contending organizations affected in the Building Trades Department in an effort to reach an agreement as to what the claims of each organization, relative to jurisdiction, are. These conferences are not to be general but are to be between the Theatrical Stage Employees and each one of the organizations separately, and the president of the American Federation of Labor to appoint a member of the executive council to preside at same. If no agreements are reached between the contending parties the recommendations are to be put into effect on the date mentioned.

"The report of the committee was adopted unanimously" (p. 468).

Vice President Hutcheson stated that on the 9th day of July 1921, in compliance with the decision of the American Federation of Labor, a conference was called and held in the executive council chamber of the American Federation of Labor. He stated the organizations participating in that conference were represented as follows:

The United Brotherhood of Carpenters and Joiners of America: Mr. Frank Duffy and Mr. John Cosgrove.

The International Alliance of Theatrical Stage Employees: Mr. Harry L. Spencer, Mr. William F. Canavan, Mr. Richard J. Green.

The American Federation of Labor: Mr. Samuel Gompers, Mr. James O'Connell and Mr. Hugh Frayne.

Vice President Hutcheson stated the entire subject of the jurisdictional claims was, thoroughly gone into with a view to reaching an agreement.

He stated it was agreed by the International Alliance of Theatrical Stage Employees that all work done on lots or location and all work done in shops, either bench or machine work, comes under the jurisdiction of the United Brotherhood of Carpenters and Joiners; and it was agreed that all carpenter work in and around moving-picture studios belongs to the carpenters. Vice President Hutcheson stated this includes: (1) any and all carpenter work in connection with moving-picture studios, the construction of stages or platforms on which buildings or parts of buildings are to be erected; (2) all carpenter work in connection with the erection of any building or part of building, from which a picture is to be taken; and (3) the operation of all woodworking machinery in the making of all furniture, fixtures, trim, etc., for use in motion-picture studios belongs to the carpenters. Vice President Hutcheson stated it was further understood that the carpenters lay no claim to what is usually termed or referred to as the property man, or those employed in placing furniture, laying carpets, hanging draperies, pictures, etc.; and it was clearly understood that insofar as section 2 of this part of the agreement was concerned, and particularly the right to the

setting up and striking of the scenes on the stages after the construction work has been completed, it shall be liberally and cooperatively construed so as to do no injustice to either the United Brotherhood of Carpenters and Joiners of America or the International Alliance of Theatrical Stage Employees.

Vice President Hutcheson stated it was provided that any differences existing as to the interpretation of this agreement, and particularly of section 2 thereof, shall be adjusted by the international presidents of both organizations.

Vice President Hutcheson stated this agreement was signed by William F. Canavan, Richard Green, and Harry L. Spencer for the Theatrical Stage Employees; John T. Cosgrove, first general vice president, and Frank Duffy, general secretary for the United Brotherhood of Carpenters and Joiners of America.

Vice President Hutcheson contended that the first notice he received of the report of this Hollywood committee was when it came to the general office through a publication in Washington, the Washington Daily Reporter. He stated that was received in the morning mail on January 4 at the general offices and contained the complete report of the committee. He stated that some time later in the day they received in the mail a photostat copy of the committee's report. He contended that was the first the carpenters knew of what the committee had reported.

Vice President Hutcheson read that part of the report in reference to the United Brotherhood of Carpenters:

"The committee rules that the division-of-work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada on February 5, 1925, and known as the 1926 agreement be placed in full force and effect immediately.

"Division of work by the United Brotherhood of Carpenters and Joiners of America:

"Section 1. All trim and mill work on sets and stages.

"Section 2. All mill work and carpenter work in connection with studios.

"Section 3. All work in carpenter shops.

"Section 4. All permanent construction.

"Section 5. All construction work on exterior sets.

"Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

"Section 6. Miniature sets.

"Section 7. Property building.

"Section 8. Erection of sets on stages except as provided in section 1.

"Section 9. Wrecking all sets, exterior and interior.

"Section 10. Erecting platforms for lamp operators and camera men on stages.

"This decision is applicable to the motion-picture industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the United Brotherhood of Carpenters and Joiners of America by the American Federation of Labor."

Vice President Hutcheson reported that the committees were given an opportunity to enter into an understanding and there was an agreement arrived at between a committee of local No. 80 of the IATSE and a committee of local 946 of the carpenters. He stated this agreement was entered into and signed on the 13th day of November 1945, and was as follows:

"It is mutually agreed between Motion Picture Studio Grips' Local 80 of the IATSE and Motion Picture Studio Carpenters' Local 946 of the United Brotherhood of Carpenters and Joiners of America as follows:

"That Motion Picture Studio Carpenters' Local 946 shall have jurisdiction over—

"1. All temporary and permanent building-construction work and the maintenance of same. This shall not cover any building done for the purpose of photographing.

"2. The installing and handling of all hardware and glass.

"3. The complete building, erection, reerection, and remodeling of all sets, streets, parts of sets, and retakes, including sufficient platforms for shooting same, but not including platforms used exclusively for the camera, lighting equipment, and dolly tracks. Sets used for process or trick photography shall be considered the same as any other set.

"4. The building and manufacturing of all grip equipment which is made of wood or wood substitutes.

"5. All wood crating for shipping or storing.

- "6. The operation of all woodworking machinery.
- "7. The construction and remodeling of all cut-outs and the erection of same, with the exception of fold and hold cut-outs.
- "8. Heavy construction on all wooden diffusing frames.
- "9. The building or erection and dismantling of all scaffolds for construction, with the exception of tubular steel scaffolding.
- "10. Remodeling of all sets while shooting in studios or on location.
- "11. The underpinning and construction of all platforms, with the exception of those used exclusively for camera, light, and dolly-track platforms.
- "That Motion Picture Studio Grips' Local 80 shall have jurisdiction over—
- "1. The handling of all sets and units from the mill to the stage, from stage to stage, from stage to scene dock, from scene dock to mill, and from scene dock to stage.
- "2. The handling and maintenance of all grip equipment.
- "3. The erection and handling of all fold and hold cut-outs.
- "4. The construction, maintenance, and handling of all diffusing frames, with the exception of heavy construction on wooden frames.
- "5. The building, erection, and dismantling of all tubular steel scaffolding. This is not to include underpinning.
- "6. The construction of all platforms, including underpinning, for use exclusively by camera, lighting equipment, and for supporting dolly tracks.
- "The agreement, reflected in the setting forth of the above jurisdictional points is not intended by either party to reflect the full jurisdiction of these locals in the studios, but does reflect the agreement which has been reached between the representatives of local 946 of the United Brotherhood of Carpenters and Joiners of America, and Motion Picture Studio Grips' local 80 of the IATSE on the jurisdictional points which were at issue between these two local unions.
- "It is further recognized that some of the jurisdictional points to which local 80 has agreed are at issue between the carpenters' local 946 and other local unions of the IATSE, and this agreement is not intended to reflect the agreement to these points for any IATSE local with the exception of grips' local 80.
- "Dated this 13th day of November 1945.
- "Motion Picture Studio Carpenters, local 946, of the United Brotherhood of Carpenters and Joiners of America.

"JAMES N. SKELTON.
 "ERIC E. HOKANSON.
 "MAURICE R. NELSON.

"Motion Picture Studio Grips' local 80, of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of United States and Canada:

"W. C. BARRETT.
 "WILLIAM HOLBROOK."

Vice President Hutcheson stated that a copy of that agreement was presented to the committee, but they have made no mention of it in their report. He stated it is true that in 1925 carpenters local, then 1692, composed of men working in the studios and carpenters mill local, at that time 884, with three or four locals of the IATSE entered into an agreement. Vice President Hutcheson contended that the agreement provided that it must be approved by the presidents of the two internationals. He stated that when the agreement was sent to the office of the carpenters he refused to approve it, and later it became necessary to revoke the charter and establish a new charter No. 964 which is still in existence. Vice President Hutcheson contended that although some reference has been made to that supposed agreement there was no such agreement as far as the brotherhood is concerned.

Vice President Hutcheson stated that as he understands it the report of this committee is given to the council as information, but he contended that the report has already created chaos out there. He reported that last Monday some of the producers informed him that they were putting into effect the provisions of this report, and on Monday a week ago they laid off and discharged 125 members of the carpenters' union. Vice President Hutcheson stated that after a conference with President Green and discussing the situation here with the committee he contacted his representatives in Hollywood and told them that President Green had wired Eric Johnston to hold matters in status quo until some understanding is reached here in Miami.

Vice President Hutcheson stated he feels confident that if the committee had carried out the statement given him by Vice President Knight, that he could have shown by the record the position of the carpenters. He contended that it has been the custom that we follow actions of the A. F. of L. and the record shows what the A. F. of L. did, and also shows that the executive council in 1921 recommended that the IATSE conform to the decisions and cease infringing upon the jurisdiction of the building trades organizations or their charter stand suspended, and he stated the record shows further action when the adjustment committee referred the matter back to the executive council and shows that President Gompers called a conference, all in conformity with the action of the convention.

Vice President Hutcheson stated he is constrained to request that the 1921 agreement arranged through the efforts of President Gompers and by direction of the convention be recognized. He stated further that he is constrained to ask that the understanding reached between local 964 and local 80 of the IATSE dated November 13, 1945, be recognized in lieu of the reference to the 1925 agreement which he contended never did exist as far as the United Brotherhood of Carpenters is concerned.

Vice President Birthright of the committee made a statement in which he said that the committee in consideration of these matters did not consider the motion-picture problem a building-trades problem. He stated they looked upon it as an amusement-field problem where several organizations had certain rights in there, and the committee based the decision on that kind of thinking. He stated that the reference to jurisdictions of other organizations means that the jurisdiction granted by the A. F. of L. to these several organizations throughout the country outside of the amusement field were not involved. He stated the agreement entered into by the grips was not abrogated. He contended the committee was told to handle the matters that had not been settled and when the committee arrived in Hollywood they were informed by the representatives of the carpenters and the IATSE that this matter had been settled, an agreement signed, and it never officially came before this committee as a part of the hearings.

Vice President Knight referred to the letters that Vice President Hutcheson spoke of in his statement to the council, and stated he wanted to read one paragraph of President Hutcheson's letter which set forth that it was perfectly proper for the committee if it desires to go to Los Angeles and look over the situation as no one could complain against that, but he stated it would not be possible for a representative of the carpenters' organization to be out there and present evidence to substantiate their claim over jurisdiction, and Vice President Hutcheson wanted to request that before the committee reached conclusions that he be given an opportunity to appear before the committee either in Washington, D. C., or perhaps they could arrange to have a hearing a few days ahead of the meeting of the executive council in Miami at which time they would be glad to participate.

Vice President Knight stated he said to Brother Hutcheson that the committee would not render a decision until they had been heard, but he did not intend by that that no one else from the carpenters could testify and submit evidence other than Vice President Hutcheson. Vice President Knight contended that when the committee got out there and held these hearings, representatives of the organizations named in the directive were present and offered testimony, and the committee thought they had complied with the directive when they heard representatives of the carpenters, as referred to in his letter.

Vice President Hutcheson stated that Brother Knight advised him that the committee would not pass upon the particular item "you are interested in until at least such time as you have an opportunity to define your position." He stated that Brother Cambiano presented a communication stating that "This submission is being made with the understanding that no conclusions will be made by this arbitration board in Los Angeles until evidence and data may be submitted prior to any official determination of the matter." Vice President Hutcheson contended that this was notification that Brother Cambiano was not there to submit all evidence that the brotherhood might wish to submit; that his instructions were to contact the committee and to be of help to them but not to represent the brotherhood.

Some discussion ensued between the members of the council in regard to the directive which the council gave to the committee.

Vice President Hutcheson contended, (1) that the committee ignored the agreement, made no reference to it in their report that was entered into between the committee from the carpenters' local and a committee from the local of the IATSE, and (2) Vice President Hutcheson contended that he asked specifically for permission to appear before this committee and was assured that he would have it, and then he never had the opportunity to do so.

Vice President Hutcheson stated he subscribed to the action of the council, but how can he go to his executive board and report to them that he has accepted this report and then have them ask him how did the committee come to reach this conclusion, what did he do to help and he would have to admit that he did not get an opportunity to go before the committee and present the evidence and the records of the A. F. of L.

Vice President Birthright contended that the grips were not an issue, that they had come to an agreement between themselves before the committee arrived and the matter did not officially come before the committee.

Vice President Birthright reported further that yesterday President Walsh of the IATSE discussed this problem with the committee and said the agreement between the carpenters and the grips was recognized and in force.

Vice President Knight denied that the committee in its report abrogated the agreement of November 13. He stated that the committee had no authority to approve or disapprove of any agreement that had been reached in Hollywood.

Vice President Hutcheson expressed the opinion that the agreement ought to have been included in the committee's report.

President Green reported that the question arose in the discussion whether or not President Walsh of the IATSE had repudiated the 1921 agreement, and President Green stated he asked President Walsh that question direct yesterday and President Walsh replied that he had never repudiated that agreement.

The matter was discussed until the hour of adjournment arrived.

President Green reported that the following communication has been received from President Maloney of the International Union of Operating Engineers:

JANUARY 28, 1946.

Claim of the operating engineers in connection with report of executive council committee in the matter of the Hollywood studio jurisdictional controversy.

MR. WILLIAM GREEN,

*President, the American Federation of Labor,
Miami Colonial Hotel, Miami, Fla.*

DEAR SIR AND BROTHER: The executive council of the American Federation of Labor at its meeting in Cincinnati, Ohio, during October of 1945, appointed a special hearing committee to examine and report on the subject of the Hollywood studio jurisdictional controversy. This committee made its report to the executive council under date December 6, 1945.

In view of the fact that no opportunity was presented to the International Union of Operating Engineers to appear before this committee and present its claims and because the report of the executive council committee in effect foreclosed the rights and jurisdictional claims of the operating engineers in the Hollywood dispute, we herewith appeal to the executive council of the A. F. of L. in the premises.

We ask that the jurisdictional rights of the operating engineers be protected; further that an opportunity to be heard be given to this organization and that the executive council committee be continued pending further hearings wherein the claims of the operating engineers and other interested organizations whose craft jurisdiction has been ignored in the premises may be presented.

The subject matter of this dispute involves scores of our members in the Hollywood area, who for a long period of time have been exercising the stationary and hoisting jurisdiction conferred upon this organization by the American Federation of Labor. Operators of stationary engines, boiler operators, tractor operators, crane operators, and machinery operators are among those involved and whose rights have apparently been decided or ignored by the preliminary report which has been filed by the special committee with the executive council. We desire to call your attention to the fact that at no time has our jurisdiction over these classifications ever been waived; in fact the contrary has at all times been maintained to the effect that we claim full jurisdiction over these particular classifications.

This international union maintains that it has a right to be heard when questions are being decided in the councils of the American Federation of Labor

which involve our jurisdiction. We take this opportunity of protesting the decision which has been made to date and of requesting that an opportunity be given for us to be heard upon the subject matter of this controversy.

Faternally and respectfully submitted.

WM. E. MALONEY,

International Union of Operating Engineers, General President.

Vice President Knight took exception to the language of the communication, denying that the committee ignored the operating engineers as President Maloney claims in his letter. He stated that the information the committee got in Hollywood was that the operating engineers did not have a member in the studios, that during the strike they had 19 men in the studios, and when the strike was settled these 19 men went out.

President Green reported that President Maloney told him in conversation that the engineers had about 300 men in there.

Vice President Birthright supported Vice President Knight's statement that the committee did not ignore Brother Maloney's organization, but the committee did not hear them because the operating engineers were not included in the directive issued by the council.

It was suggested that President Maloney, of the International Union of Operating Engineers be advised to state who it is that is encroaching on his jurisdiction and who have members of his union, and then suggest that he hold a conference with them and try to adjust it, and if he cannot do that then he may come to this council with his complaint.

The suggestion was adopted.

Vice President Knight reported that upon the invitation of President Green the committee met with him and President Hutcheson, and also at President Green's invitation they met with him and representatives of the IATSE, and the committee told both in the presence of President Green that the committee did not abrogate the November 13 agreement.

Vice President Knight stated that the members of the committee are all of one mind, and they are not going to change the decision. He stated they are willing to put that in writing, as follows:

"EXECUTIVE COUNCIL COMMITTEE DECISION, HOLLYWOOD JURISDICTIONAL CONTROVERSY, PART 6, PAGE 7—UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

"The committee was informed by the representatives of the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada that acting under the provisions of section 3 of the executive council directive, which reads:

"That for a period of 30 days the international unions affected make every attempt to settle the jurisdictional questions involved in the dispute."

"The Motion Picture Studio Carpenters' Local 946, UBCJA, and Motion Picture Studio Grips' Local 80, IATSE, had entered into an agreement under date of November 13, 1945.

"Therefore, since the grips phase of the jurisdictional controversy had been settled prior to the committee's arrival in Hollywood, Calif., the subject was not investigated or made a part of this decision. It is to be strictly understood that this decision does not interfere with the agreement entered into between Motion Picture Studio Carpenters Local 946 and Motion Picture Studio Grips' Local 80, on November 13, 1945.

"FELIX H. KNIGHT,

"Chairman.

"W. C. BIRTHRIGHT,

"W. C. DOHERTY,

"Executive Council Committee."

President Green stated that means the committee recognizes that agreement as in force and effect.

Vice President Hutcheson asked if this is an amendment to the committee's report.

Vice President Birthright replied no, that it is a statement on behalf of the committee that the committee knew that agreement had been made and it had not come before them, and the committee is saying to the council for the benefit of all concerned that as far as the committee is concerned the agreement is in

full force and effect and the committee's decision did not have anything to do with it.

Vice President Hutcheson stated he is not objecting to the clarification if that is what the committee wants to call it, but he would request that the committee go further. He stated on page 8 of their report there appears the following: "It is understood, however, that such designation or definition shall in no wise affect jurisdictional grants awarded any national or international union affiliated with the American Federation of Labor other than those to whom this decision is specifically made applicable."

Vice President Hutcheson stated he would like a clarification of that in connection with the action of the executive council and the convention of the American Federation of Labor in 1921, wherein the convention authorized the executive council to arrange conferences between the various building trades' organizations and the IATSE and recommended to the convention that unless understandings were reached by August 1 the charter of the IATSE should stand suspended.

Vice President Hutcheson stated the point he is making is that the report of the committee has at the present time ignored the action of the executive council taken in 1920, 1921, and 1922. He contended it ignores the action of conventions of those years and sets aside completely the actions of the council and conventions. He stated he thought there ought to be a further clarification by the committee's report and he thought it ought to be set forth therein that their findings did not in any way set aside or abrogate the agreement arrived at by the IATSE and the brotherhood in July 1921.

Vice President Knight replied that he could not speak for the committee on that point but it seemed to him that that would not be practical for the committee to do that. He contended that when this committee was appointed there was a directive set forth before the committee was appointed, and the committee accepted that undesirable appointment in conformity with that directive. Vice President Knight stated the committee was not required to recognize, approve or disapprove of any agreement, any action of the executive council, or anything else, but were free lances to go out to Hollywood and make an investigation and a decision.

Vice President Hutcheson contended that it seemed to him that a mistake was made when the committee did not give him an opportunity as they agreed to appear before the committee.

Vice President Hutcheson stated that surely no one on this council today would imagine a committee of the council saying that they were delegated authority to set aside an action of this council, or one taken 25 years ago, or set aside an action of three conventions taken by the federation 25 years ago.

Vice President Birthright stated the committee was charged with a duty and it has been stated and restated here. He stated as members of the executive council the members of the committee proceeded to try to discharge that duty in a fair and impartial manner. He stated the committee did not consider that they set aside any actions of the executive council of the past or of conventions of the past. He stated they were dealing with the present situation, and as a result of a disastrous, uncalled for strike in the moving picture studios this council in its wisdom saw fit to issue a directive and appoint a committee with certain duties, and this committee has discharged its duty in a fair and impartial manner.

The council discussed the matter.

It was regularly moved by Vice President Hutcheson that the 1921 agreement as worked out through the direction of the convention of the federation be included in this report.

Vice President Doherty stated as a parliamentary inquiry he wanted to know how can the 1921 agreement be included in this decision. He contended the committee was given a job to hand down a decision, and it was agreed the decision would be final and binding on all parties concerned. He stated the committee has done that. He asked how can the council reverse anything the committee has done. He stated it would take an entirely new action in his judgment to do anything like that.

There followed a discussion between Vice President Hutcheson and Vice President Knight regarding the interpretation of Vice President Knight's letter in which he advised President Hutcheson that "Notwithstanding all of this, Brother Hutcheson, the committee will not pass upon the particular items of work in which you are interested until such time as 'you' have an opportunity to define the position of your organization." Vice President Hutcheson contended that the word 'you' meant him personally, while Vice President Knight contended that it should be interpreted that 'you' meant any representative of the brotherhood that might be designated.

Vice President Hutcheson stated he would like the council to act on his motion.

Vice President Knight stated the council may take any action it wants to take, but it may not amend the decision.

After some discussion, President Green stated that he is somewhat in doubt as to the parliamentary right of the council to amend the decision rendered by this committee, because as he understands the decision of the executive council at Cincinnati it was that the jurisdictional controversies which could not be settled through direct negotiations within a period of 30 days would be referred to the committee of the executive council for final decision. President Green stated there were no reservations made on that; it was the final decision, and that all the representatives of the organizations interested and involved pledged themselves to abide by whatever decision the committee would render.

Vice President Hutcheson asked if this action or any decision arrived at by *ex parte* evidence should be accepted.

President Green replied no, that his understanding of it was that all parties would be accorded an opportunity to present their cases to the committee.

President Green stated that now it appears to him from an examination of the record and an interpretation of the directive of the council, that the council along with all organizations involved gave up their rights to amend any report that this committee might make because they agreed in advance to abide by whatever decision it made.

Vice President Hutcheson asked President Green if he understands this report to abrogate and set aside the action of A. F. of L. conventions and the executive council taken back in 1921 and 1922.

President Green replied that he did not understand that.

Vice President Hutcheson stated then he will withdraw the motion he made, and offer another motion: That the council go on record setting forth that the report of this committee in no way sets aside or abrogates the agreement entered into in 1921 between the United Brotherhood of Carpenters and Joiners of America and the International Association of Theatrical Stage Employees under the auspices of the executive council of the American Federation of Labor.

During the discussion Vice President Doherty of the committee stated he would not agree to having the report acted upon by this executive council. He stated the council gave the committee a specific instruction, and it was a difficult job. He contended that the decision handed down is fair, just, and equitable, and he stated that nothing can be done with this report and the committee will not have it that way.

Vice President Knight stated that he has to leave in a few moments as his train leaves at 12 o'clock. He stated he will leave the record with the committee and he will abide by anything they agree to. Vice President Knight left the council room.

There was some further discussion.

Vice President Hutcheson withdrew his pending motion, and moved that the council declare that the report of the Hollywood committee does not in any way abrogate or set aside the agreement entered into in 1921 between the International Association of Theatrical Stage Employees and the United Brotherhood of Carpenters under the auspices of the executive council and the then president of the American Federation of Labor.

Vice President Doherty contended that this motion in substance sets aside the committee's decision.

Vice President Hutcheson denied that it would do that.

It was decided to postpone further consideration of the matter until the council has heard from Mr. Eric Johnston and his associates later this morning.

The following were admitted to the council room: Eric Johnston, president of the Motion Picture Distributors and Producers Association, accompanied by Joyce O'Hara; E. J. Mannix of M. G. M. Studios; Benjamin Kahane of Columbia Studios; and Frank Freeman of Paramount Studios; President Richard Walsh and Thomas Murtha of the International Association of Theatrical Stage Employees; L. P. Lindelof, president of the painters, decorators and paperhangers; and Dave Beck of the International Brotherhood of Teamsters and Chauffeurs.

Mr. Johnston made a statement stressing the importance of this meeting of the council by the reaffiliation of the United Mine Workers of America, confirming the solidarity of labor. Mr. Johnston stated that Mr. Lewis has always stood in the past for labor's right to decide its own problems without interference from the Government. Mr. Johnston stated he is appearing before the council this morning as a spokesman for a decision of labor that was made by labor itself. He stated that in the Cincinnati agreement they, in manage-

ment, also assumed certain responsibilities. He pointed out that they agreed to retain on the pay roll several thousand so-called replacement workers until such time as the adjudication of the jurisdiction dispute had been decided by the three presidents who formed the committee from this executive council. Mr. Johnston reported that in carrying out this agreement it has cost management several million dollars, the exact sum still undetermined. He spoke of the difficulty they had in Hollywood because of the friction between the unions and because of their inability in certain instances to employ additional workers in certain crafts until this jurisdictional problem has been determined.

Mr. Johnston stated that the employers have scrupulously lived up to its agreement, and have even gone beyond the agreement with the severance pay to workers.

Mr. Johnston stated that they in Hollywood have felt that this is a problem of the executive council of the American Federation of Labor; that it is not a problem of management—it is the decision which was reached by labor itself, and he as spokesman for management has scrupulously kept out of any interference with the decision. He stated he did not even appear in Hollywood during the process of reaching an agreement.

Mr. Johnston stated that he has always been an advocate of closer cooperation between management and labor; and that he has felt it is through general collective bargaining that we preserve the democratic spirit of the democratic systems of America.

Mr. Johnston stated that it seems to him that this is the problem of the executive council and if the council can reach a decision now it will avoid difficulty which will settle the management-labor strife in Hollywood so that they can continue to produce, and by doing this will deserve the continued admiration of the American people.

President Green asked how many workers, if any, have been displaced since this directive was put into effect.

Mr. Mannix replied that he would think there would be around 100, not more than that. He stated that at MGM Studios 14 were replaced on the 21st but the number will run higher than that and may reach between three and four hundred men on the average production of the year, but at this moment there is not much production. He stated there are about 30,000 people employed in the studios and there are about three or four hundred involved in the decision of the council. He stated if the studios are unable to build the sets and complete them it will mean that 30,000 will be out of work unless they find some other means of rebuilding the sets.

President Walsh of the IATSE made a statement. He stated that as president of one of the internationals directly concerned he did not want to leave with the council the impression that the studios must close down. He stated that when he and his associates appeared before the council in Cincinnati the studios at that time were not closed down at this time if the decision of this committee is put into effect. He stated they can produce pictures the same as was done from last March when all of these people, he contended, violated their pledge they made to the President of the United States, violated their pledge to the employer in the form of contracts, and violated everything which in the labor movement is considered right.

He stated his international union placed its entire jurisdiction on the block in Cincinnati when he tried to meet with the other international unions and arrive at a decision before the committee came out to Hollywood, but that was not successful.

He spoke of the effect of the decision of the committee on the jurisdiction of the theatrical stage employees. He stated the IATSE is willing to go along with this decision and he assured the council that if the other parties do not want to go along with them, if the council will let the IATSE alone they will see to it that motion pictures are produced.

President Walsh stated that the IATSE asks that the report of the committee, which is final and binding on all concerned, be put into effect.

After some further discussion the hearing was concluded.

Vice President Hutcheson asked for the question on his motion. The motion was read.

President Green expressed the opinion that any affirmative action on the part of this council as suggested by the motion may be interpreted as an amendment to the decision of the committee.

Vice President Doherty stated that it is with great reluctance that the committee will be compelled to vote against this motion.

President Green asked if, when the presentation was made by Brother Cambiano of the carpenters, the committee questioned it in any way.

Vice President Doherty replied that the committee did not question it but the committee felt that all seven international unions involved should be represented. He stated there were several representatives of the carpenters, including Brother Cambiano, and they presented the most voluminous testimony in the whole presentation at the hearings, and he thought the committee took rightful action.

Vice President Doherty stated the committee is not going to change its decision. He stated there is complete unanimity among the members of the committee and it seemed to him the decision handed down by the committee must stand. He stated in fairness to all concerned he was very sorry about the whole thing, but it seemed to him the decision should stand, and that all of the unions should try to make it work and give it a fair trial.

It was suggested that the committee meet with President Walsh of the IATSE and President Hutcheson of the United Brotherhood of Carpenters and Joiners of America, for the purpose of trying to reach an understanding or agreement.

The council resumed consideration of the opposition of President Hutcheson to the report of the committee in the Hollywood case.

President Green reported that a conference was held yesterday afternoon following the adjournment of the meeting with President Hutcheson of the carpenters and President Walsh of the IATSE and Vice Presidents Doherty, Birthright, and President Green. President Green stated that they explored the situation in a very full and complete way but unfortunately they were unable to reach an understanding or an agreement.

Vice President Hutcheson stated it should be brought out that President Walsh at the conference stated that the agreement entered into in November did not apply to the carpenters and that the carpenters would have nothing to do with it, and that he intended to see to it that members of his new local studio mechanics were going to do the work, which would nullify the agreement.

Vice President Doherty stated he thought the record should show that the Hollywood jurisdiction committee has settled everything out there with the exception of the current difficulty, the erection of sets. He contended the committee has settled that by giving jurisdiction over that work to the IATSE but the carpenters contend it is their work.

Vice President Doherty stated that you must understand the work in order to fully realize what it means. He stated the carpenter does the work in a carpenter shop on these sets—it may be the Empire State Building, it may be a boat, it may be a hotel—anything that is generally done in a carpenter shop. He stated the set is then taken away from the shop by either the grips or in many cases the common laborer often takes it away and it is brought up to the stage or location. He stated between October of last year and January 2 of this year the carpenters previously did the work, that is, during the period while the committee was negotiating and trying to hand down a decision, but on January 2 the IATSE in keeping with this decision went in and took over the work. Vice President Doherty stated that is the difficulty; the theatrical stage employee when he gets the set ready for erection on the stage—the set may be the Empire State Building, a boat, or a hotel—it is set up and then all trim and millwork such as window sashes, baseboards, or molding if it is an interior rightfully belongs to the carpenters. Vice President Doherty stated the committee says the men who actually do the erecting, the assembling, putting it together with pegs or whatever it requires, belong to the Theatrical Stage Employees, and it is the only thing in this jurisdiction problem in Hollywood that they have been unable to come to agreement on. He contended that insofar as the committee is concerned this is Theatrical Stage Employees work.

Vice President Doherty stated back in 1921 the agreement which has been brought out in this discussion under the provisions of section 2, it states "any and all carpenter work in connection with the erection of any building or part of building, from which a picture is to be taken" the carpenters claim gave them jurisdiction over the erection of sets. Vice President Doherty stated the qualifying part provides that "it is clearly understood that insofar as section 2 of this agreement is concerned, and particularly the right to the setting up and striking of the scenes on the stages after the construction work has been completed, it shall be liberally and cooperatively construed so as to do no injustice to either the United Brotherhood of Carpenters and Joiners of America or the International Alliance of Theatrical Stage Employees." He stated there was a dispute prior

to 1921 on this very thing and the last paragraph qualifies the agreement in his judgment. Vice President Doherty stated that it provides that any differences existing as to the interpretation of this agreement and particularly of section 2 thereof shall be adjusted by the international presidents of both organizations.

Vice President Doherty expressed the opinion that the committee handed down a decision which settled everything in Hollywood with the exception of the erection of sets, to the satisfaction of the seven international unions involved; and stated that in his judgment since the directive handed down by this executive council to the committee on jurisdiction and it was agreed unanimously that the decision would be final and binding he feels that every one of these seven international unions should go along with the committee's decision.

Vice President Hutcheson contended that up until last March for 20 years the members of the brotherhood were doing that work. He stated it is true they did not do it during the stoppage of work out there but under the Cincinnati agreement it was understood that they would go back as they were.

The council considered the matter at some length.

Vice President Hutcheson stated that in order not to embarrass the members of the council and President Green he will withdraw the motion that he made yesterday, but in so doing he would like to make a statement to be included in the record:

"The United Brotherhood of Carpenters and Joiners of America cannot accept the findings and decision made by the committee appointed by the president of the American Federation of Labor to investigate and make decision as affecting members of the several organizations employed in the studios in Hollywood, Calif., for the reason that the committee did not give the general president of the United Brotherhood of Carpenters and Joiners of America an opportunity to appear before them when they were giving consideration to the situation."

Vice President Hutcheson made the further statement that:

"The United Brotherhood of Carpenters and Joiners of America does not recognize the report of the committee that was selected by the executive council of the American Federation of Labor to make an investigation and award in the controversies in the studios at Hollywood, Calif., as in any way abridging, annulling, or interfering with the actions of the 1920-21 and 1922 conventions of the American Federation of Labor, or the reports of the executive council of the American Federation of Labor made to those conventions; more specifically all reports of the executive council of the American Federation of Labor made to those conventions, containing reports on the part of the executive council, and setting forth actions taken by that body in reference to understandings and agreements entered into between various building-trades organizations and the IATSE, and more specifically the agreement entered into in July 1921 between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees."

Vice President Hutcheson stated it would be a fallacy for him to attempt to force the members of the carpenters in Hollywood to comply with the decision of this committee unless these members agree to do so for the reason that if he should tell them they had to do it and they refused, the only procedure he could take would be to expel them from the brotherhood, revoke their charter, and in that case the IATSE would immediately take them as members because they have now some 40 or more expelled members of the carpenters in their organization, so it would be ridiculous for him to try to force the members of the brotherhood.

Vice President Hutcheson stated he has sent word to his local out there that it is up to them entirely; if they want to accept this decision, it is all right; if they do not want to accept it, it is all right; in other words, it is in their hands.

That is the end of the statement, Mr. Chairman. The rest of it is the addendum, which I am sure you will not want me to read. It is a photostatic copy of the December 26, 1945, decision of the A. F. of L. executive council committee, which has been previously received in evidence.

Does the chairman want the minutes of the Chicago meeting read?

Mr. KEARNS. No. I think we have enough of a report in the testimony on that through reference made in the record at Los Angeles.

Mr. McCANN. Well, it is not exactly complete, Mr. Chairman. I think for the sake of the record, if you do not mind, I would like to offer the Chicago minutes that I have here to Mr. Zorn, to Mr. Cobb, and to Mr. Levy to look over, and if it is the desire of either of them that this should be made a part of the record, I would like for them to so notify me.

Mr. KEARNS. No objection.

At this time I would like to have Mr. Kahane take the stand.

(The witness was duly sworn.)

TESTIMONY OF B. B. KAHANE, VICE PRESIDENT, COLUMBIA PICTURES CORP., LOS ANGELES, CALIF.—Recalled

Mr. KEARNS. Mr. Kahane, before counsel brings up any of the questions herein with respect to the Miami meeting, and other phases of the strike, there is one point I want to clear up, so far as you are concerned, with respect to the Los Angeles investigation.

You have more or less been the spokesman for industry out there. I would like a restatement in the record of the thought that was developed here by Mr. Johnston yesterday, that after the decision was handed down by the three-man committee and the producers had all agreed to accept that decision once they made it, then it meant that you, the producers, were forced by the directive of the three-man committee to take men off work which, as has been brought out in the testimony here, was historically theirs and which they had been doing for 20 years, such as the carpenters, or any others, and assign that to the set erectors, which was made mandatory by the directive of the three-man committee. That made a transition in your plans of operation, a transition of employees which you complied with because of the directive. Isn't that correct?

Mr. KAHANE. That is correct.

Mr. KEARNS. That was costly to the industry; is that correct?

Mr. KAHANE. It was a little more difficult to handle operations that way because theretofore—I don't know if it was for 20 years, but for a number of years—

Mr. KEARNS. Let us say historically.

Mr. KAHANE. Yes. Theretofore the sets were all constructed by carpenters. From that point on the carpenters would erect all sets in mills, but if we decided to build a set on a stage, a sound stage, that work had to be given to the IATSE.

Mr. KEARNS. But the carpenters still did the millwork and trim?

Mr. KAHANE. Yes, sir.

Mr. KEARNS. I wanted to get that clear for the record right now that you did not in any way, by your own suggestion or by your own direction as vice president of your company or of the other companies, as I noticed from the testimony, make this decision, that was following out the directive of the three-man committee?

Mr. KAHANE. That is correct. We scrupulously followed out the three-man directive.

Mr. KEARNS. Mr. Counsel, do you have any questions on the Miami meeting that you want to question Mr. Kahane about?

Mr. McCANN. Yes, sir. I want to question him about two or three other things, Mr. Chairman, which, from reading his testimony very carefully several times, have occurred to me.

Mr. Kahane, you heard the reading of these minutes this morning about the agreement entered into on November 13 between the grips and the carpenters?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Now, at that time, at the time of the controversy between the IATSE and the carpenters, was it not an issue between the grips of the IATSE and the carpenters, with respect to set erection?

Mr. KAHANE. That is true. The grips were members of the IATSE.

Mr. McCANN. And they were the ones that the conflict lay between at the time this matter was turned over to the three-man committee for consideration?

Mr. KAHANE. They were one of the groups involved.

Mr. McCANN. Was there any other IATSE group involved in set erection other than the grips?

Mr. KAHANE. I think the propmakers were.

Mr. McCANN. Did the grips do any of this set-erection work that you have talked about prior to the decision of the three-man committee?

Mr. KAHANE. Not for a number of years prior to that decision. I came to Hollywood in 1932. I would say that from 1932 on that work was done by carpenters and not by IATSE members.

Mr. McCANN. In other words, set erection was done from 1932 on by carpenters, and not by the IATSE?

Mr. KAHANE. That is correct.

Mr. McCANN. Has industry recognized and operated at all under the contract which was entered into between the grips and the carpenters on November 13, 1945?

Mr. KAHANE. No, sir.

Mr. McCANN. Mr. Chairman, I think that is vitally important. I don't know whether you heard it or not.

Mr. KEARNS. Yes.

Mr. McCANN. Mr. Kahane just testified they have not recognized the agreement that was made between the carpenters and the grips on November 13, 1945.

Under the directive of the American Federation of Labor the unions themselves were given 30 days in which to adjust these controversies. On November 13, two of the unions, the carpenters and the grips, did adjust their controversies.

Mr. KAHANE. We understand that a contract was entered into between local 80, which is a local of IATSE, but that contract was never signed and consummated by the international organization. It is the international organization with which we deal, and not a local. Therefore, that was not an agreement which was binding upon anybody except that local out there.

Mr. McCANN. In other words, at that time the local of the IATSE, the grips, did not have autonomy and were not able to make a contract that was binding?

Mr. KAHANE. They may have had local autonomy on certain issues, but so far as the producers were concerned, our contracts were made with the international organization—the top level. We would recognize any contract made by the international, but not by one of the locals.

Mr. McCANN. So that did not have any effect?

Mr. KAHANE. No, sir.

Mr. McCANN. Well, that is fine. Now, is it not a fact that under the decision of the three-man committee, functions previously performed by the carpenters and by the grips were given to the IATSE and the IATSE created a new union known as the set erectors to take over those functions?

Mr. KAHANE. That is correct, as a result of the directive and after the directive was put into effect.

Mr. McCANN. I wanted to get that clear in the record.

Mr. Chairman, you must be a little patient with me. I have many pages marked that I would like to check with him.

In your previous testimony you made some statements to which I will refer for the benefit of the other members of the committee who did not hear your testimony. I would recommended to anyone who is interested a very thorough examination of your testimony, which I have read several times.

I am quoting the following from your previous testimony.

I might parenthetically observe that the award of this work to the IATSE changed the practice which had been going on in the studios for many years with respect to set construction.

That is correct, is it not?

Mr. KAHANE. That is correct; approximately for 15 years or so.

Mr. McCANN. Some people testified as much as 20 years.

Mr. KAHANE. We had open shop in Hollywood from 1926 to 1933, and I think during that period there was a question about the work being done by carpenters in all studios.

Mr. McCANN. Now, you made this statement, Mr. Kahane, and I think it is rather interesting because you heard what was said in the Miami meeting by Mr. Hutcheson with respect to the 1926 agreement.

Mr. KAHANE. Yes, sir.

Mr. McCANN. I want to read two or three statements I have marked here, which you gave in your testimony. May I read just three or four questions to bring it out:

They knew that the work had been done by the carpenters for 15 or 20 years? Yes, sir.

And they were turning it over now to the IATSE group?

That is right.

Who had never done it?

They were adopting the creation of work dated by an agreement back in 1926 when there was no rancor and there was no feuding?

Mr. KAHANE. That is correct.

Mr. McCANN. That was your statement?

Mr. KAHANE. Yes, sir; and I take it right from the directive itself. In the directive they said when they came to handle this jurisdictional problem they found there were a number of approaches to it. They outlined three. The third of the three was to have reference to the agreements that were made between these now rival unions at a time when there was a friendly, cooperative spirit among them. I read from that directive. They say:

After careful and thorough study the committee unanimously agreed that the latter plan is unquestionably the best method of approach. It is the committee's considered opinion that such procedure affords the only plausible solution to a most difficult and complex problem.

Then in their directive itself, as applied to the set erectors, they said that division of work shall be put into effect immediately.

Now, if that agreement was not in effect—or, I mean, was in effect—they would have said they would continue it in effect. They probably knew it was not in effect, because they said that agreement entered into years ago was when there was no feuding, and when all the crafts were attempting to cooperate to the best interests of the studios so that the studio work would not be retarded. They put that agreement into effect immediately.

I construed that very clearly as the approach that the committee finally decided to make in solving this dispute.

Mr. McCANN. Now, this is the thing that is rather interesting to me. In reply to my question, "I don't mean the award now; I am speaking of the full council," you said [reading]:

All they did was to confirm the award made by the three-man committee. The three-man committee went back and dug into the archives of the American Federation of Labor and found this agreement in 1926 where this work was allocated.

Mr. KAHANE. That is right; that is what their report states.

Mr. McCANN. All right, sir. Now, isn't it a fact that the work division had never been that the IATSE had charge of erection of sets on stages?

Mr. KAHANE. Isn't it a fact that agreement of 1926 was never put into effect? Is that your question?

Mr. McCANN. Yes.

Mr. KAHANE. I say, I understand that in some of the studios between '26 and '33 the set-erection work on stages was done by IATSE. Now, I think that from '33 on, at all of the studios, that work was done by the carpenters' union.

Mr. McCANN. From '33 on?

Mr. KAHANE. Yes, sir.

Mr. McCANN. It was done by the carpenters' union?

Mr. KAHANE. That is my understanding.

Mr. McCANN. Well, the testimony, whether it is true or false, that we received, I believe, through Mr. Doherty, was that it was not until months after they made the decision based upon the 1926 agreement that they ascertained the agreement had never been in effect, and that when they accepted the 1926 agreement it was their impression that the 1926 agreement had been in effect in the studios previously. Do you recall his testimony to that effect?

Mr. KAHANE. Yes, I do; and I was puzzled by his testimony just as I am puzzled by many other changes that were made in that directive after it was handed down, sir.

Mr. McCANN. May I read to you, then, from the testimony given by Mr. Walsh before the three-man committee in Hollywood, on Saturday, December 8, 1945:

Committeeman BIERHRIGHT. They entered into this thing in 1925?

Brother WALSH. That's right. That's what they call it—the 1926 agreement.

Now, omitting a part of the long discussion to get to the heart of it:

That is signed by the local unions out here and signed by our local out here also. This is the agreement that we worked under from 1926 until we went on strike in 1933.

That is from page 7 of the testimony taken before the three-man committee and I think it is obvious that Mr. Walsh then brought this to their attention, and I think you will agree with that—that he brought it to their attention.

Now, on page 8 it says:

Committeeman BIRTHRIGHT. You said that the work done under the '26 agreement was carried on until 1933?

Brother WALSH. Yes. Then in '33 we went out on strike and they went in and took over all the work.

Committeeman BIRTHRIGHT. Then again in '36?

Brother WALSH. That's the latter.

Committeeman BIRTHRIGHT. Brown and Hutcheson agreed that this agreement should be recognized?

Brother WALSH. That's what he says right there—that it would be the basis of their understanding.

Obviously, from this testimony the representation made—and I think you will have to agree with my interpretation—to the three-man committee by Mr. Walsh was that the agreement of 1926 was operated under from 1926 to '33 and then when they came back into the studios it was operated under from 1933 on. Do you agree with that statement?

Mr. KAHANE. I do not agree with the statement that after '33 that work was done by other organizations than carpenters. As to what happened between 1926 and 1933, I have already stated my understanding is that in some studios the work was done by IATSE.

Mr. OWENS. Mr. Chairman, I would like to ask Mr. McCann a question.

Are you stating, Mr. McCann, that the evidence adduced constitutes a fraud?

Mr. McCANN. I am stating, Mr. Owens, that the indication is that the three-man committee who testified before us, they did not know when they accepted the 1926 agreement, that it had never been put into operation.

Mr. OWENS. Could you challenge that except on the ground of fraud?

Mr. McCANN. I am giving facts and not charging fraud, sir.

Mr. OWENS. It would have to be fraud, Mr. McCann, otherwise you could not overcome it.

Mr. McCANN. All right.

Mr. OWENS. So you will have to proceed on the ground of fraud.

Mr. McCANN. I am just saying the facts show that the argument was given to them that this instrument was in being, that it was operated under.

Mr. OWENS. Yes; but his testimony was that in some of the places they did operate under the IATSE, and also there was operation under the carpenters during the 1926 to 1933 period, and from that time on, 1933 up to 1945—whenever it was—it was the carpenters. So the fact that they did operate under agreement would not show that the statement of Mr. Walsh constituted any fraud. It was right in the record before them.

Mr. McCANN. This is the first time, I believe, Mr. Owens, that anyone before our committee—and I want it to be checked, and if I am wrong I want to have the record so show—that anyone before our committee has contradicted Mr. Doherty's statement before us under

oath in Hollywood; that it was not until sometime later, or several months later—and you will recall his testimony, Mr. Kahane—that he ascertained the 1926 agreement had never been in effect.

Mr. OWENS. Are we trying to review the directive of this committee?

Mr. McCANN. Mr. Owens, we are trying to get at the facts and what was the background for the issuance of this particular order or directive which constitutes the basis of the jurisdictional strife in Hollywood and its subsequent interpretation.

Mr. OWENS. I think it would be better if we get at the background of why they changed their directive.

Mr. McCANN. We are going to get at that, sir. If you please, sir, we have already had the testimony of Mr. Doherty on that out there, and the testimony of numerous witnesses on it. But here we were calling the presidents together and the gentlemen from Hollywood representing the companies, in order to check on their participation as presidents. Now, it just happens Mr. Kahane has to leave town. A review of his testimony has brought up two or three questions. I would like to clear up those questions.

If there is no objection, I will proceed.

Mr. LEVY. Mr. Chairman, Mr. McCann stated no one has contradicted Mr. Doherty's statement in Los Angeles. I think the record should state that Mr. Doherty testified some time before Mr. Walsh and Mr. Brewer testified in Los Angeles, and Mr. McCann never asked Mr. Walsh or Mr. Brewer any question about the matter about which he is now speaking.

I have personally read the entire record in Los Angeles and I personally participated in the latter part of the hearings. Since Mr. Walsh and Mr. Brewer were there no question whatsoever was submitted to the IATSE on this matter. As a matter of fact, the IATSE testimony was stopped in the middle, as you know, because efforts were made to adjust the strike at that time.

Mr. KEARNS. Mr. Levy, Mr. Walsh will have that opportunity.

Mr. LEVY. Mr. Walsh is present pursuant to your invitation.

Mr. KEARNS. That is right, sir.

Mr. COBB. Mr. Chairman, may I make a statement for Mr. Owens?

We will show that the December 26, 1945, award was both ambiguous and procured by fraud.

Mr. LEVY. The place to show that, Mr. Chairman, is in the \$42,000,000 suit which Mr. Cobb has brought in Los Angeles and this committee ought not to be used for that purpose.

Mr. KEARNS. That is right. We are not using any of that information whatsoever. We have ruled it out once, and it is still ruled out.

Mr. ZORN. Mr. Chairman, I do not want to enter the argument; I just want to point out a fact on the record for Mr. Owens.

Mr. McCann read this morning in complete detail from the minutes of the Miami meeting. My recollection is very clear on that. Those minutes show that whether or not this committee knew about this situation before, they clearly had all the facts before them in January of 1946, within a month after they had made their award, and they said they were going to stand by and would not permit any change or alteration of their award. That was read this morning.

Mr. KEARNS. Yet they also admitted in Hollywood they did not even have time to read the important documents and everything else

involved in the case. They made that admission right in Los Angeles. In other words, their time was too limited to begin with to ever get into it.

Go ahead.

Mr. McCANN. Mr. Kahane, in your testimony before us, you made the following statement:

On and after September 12, 1946, the producers continued to assign the work of set erection to the members of IATSE in accordance with the December award and following that date studio carpenters who were assigned to work on these sets refused to work and were requested to leave the premises for failure to do assigned work. By September 25, 1946, virtually every studio carpenter who was a member of the carpenters' union and was employed by one of the major producers, had left work because of this jurisdictional dispute.

Now, did I ask you or did I not ask you when you were on the witness stand, whether there was concerned action by the studios on this point?

Mr. KAHANE. I do not believe you questioned me at all about what happened in September of 1946, and I would like to be questioned about that, Mr. McCann.

Mr. McCANN. I feel at this time you should give us the benefit of your position in that regard.

Mr. KAHANE. I should like to do so.

Mr. McCANN. I have a feeling after reading this record that you were not entirely frank with us. Of course, we knew nothing about your plans or your programs when you made this statement. You did not tell us all of the facts. Now, I want you to go into that and let the committee have the benefit of it.

Mr. KAHANE. I don't know what you mean by saying I was not frank.

Mr. McCANN. I feel you were not completely frank in giving us all of the information that was essential.

Mr. KAHANE. I cannot accept that. I made a statement for over an hour. I subjected myself to examination on the part of all counsel. I held myself available for a number of days while the hearing was on and I answered every question that was put to me.

Mr. McCANN. I think you were an excellent witness, but I am just asking now that you go into the details of how you did it.

Mr. KAHANE. I welcome the opportunity. I was chairman and spokesman for the labor committee, so I was present at all meetings.

We start back on September 11, at 4 o'clock in the afternoon. We are visited by a delegation consisting of Mr. Cambiano, the international representative of the carpenters, and some of the officers of that union. We are told that as of 6 o'clock the following morning, if any IATSE men work on any set, the carpenters will consider that set a "hot" set and members of the carpenters' union will not work on it.

We asked for more time. They said, "There will be no more time. As of 6 o'clock at the first shift tomorrow morning, this order goes into effect."

I call your attention to the fact that for 8 months after the Miami meeting, at which this decision was confirmed, the carpenters apparently had agreed to allow the set erectors of the IATSE to do that work and that work had been going on for 8 months before this September 11 date.

On that date we are given a few hours' notice that we must switch over.

I think it only fair that the committee should know what that means in a studio operation. The production of a picture in a studio requires considerable advance planning and timing. You have actors to engage; you have all your crew to engage; you have props to get ready at a certain time; you have the wardrobe and everything else to be done. There are some 40 departments that are involved in the production of a picture. Their work must be timed and coordinated.

When we build sets for a picture we do not build all the sets that are required for the shooting of that picture at one time. In the first place, our stage facilities are so limited we could not do it. Therefore, if a picture opens up in a hotel or a cafe, we will probably build that hotel set and that cafe set. Maybe later after we have shot for a few weeks we will anticipate the next move and have a set built at some other stage.

Sets must be stricken from one set to make way for another set. All of this takes, as I say, careful planning, and if we do not do it that way it would cost us many, many thousands and maybe millions of dollars.

At that time there was probably an average of 4 or 5 productions going on at each of the 10 major studios. If you will realize that the average daily shooting costs of a company are somewhere between 10 and 15 thousand dollars—multiplied by 4 at each studio would be 40 to 60 thousand dollars and multiplied by 10, the major companies, you see we are talking about 400 to 600 thousand dollars a day of just shooting costs.

Now, we are told that we must switch over by the next morning. We tell them we will give them a prompt answer. Mr. Johnston had previously attempted, when the August 16, so-called, clarification of the directive had come down, attempted to get together with Mr. Walsh and Mr. Hutcheson. He had tried to get Mr. Hutcheson to meet. Mr. Hutcheson had refused. He had gone to Mr. Green. We gave them our answer on that same day, on September 11. We said to them, "We are powerless to settle this dispute." We agreed in the October meeting at Cincinnati, to abide by the decision that the arbitrators laid down. We were not concerned with what they did decide. We were not concerned with who got them in or who did which work. What we were concerned with was that the work be done and that there be no work stoppages.

We asked them to settle it among themselves if they could but if they could not we were obliged to abide by the agreements which we had made and which we had agreed to accept as final and binding and there was no other alternative. If we could not operate and they threw 3,000 people out of work the responsibility was theirs. They nevertheless refused to change their position.

We waited a few days because we still could shoot on the sets that had been completed.

Then it became very important to us to be able to plan future moves and make our commitments with actors and others.

So we sent them another letter in which we again pleaded with them to return to work, to recall their decision to live up to the 1945 directive. We said to them in that letter that if you refuse we will then be obliged to engage other men to do this work.

They continued to refuse and by the 23d we had called in all of the carpenters and all of the painters who had followed suit with the

carpenters, and we had asked them to perform the work on the so-called hot sets. In other words, we were asking them to comply with the directive as it was originally laid down. They refused and as they refused we told them we had no other work for them and they were to leave the premises.

We did that, as I say, because we had to plan our future moves. It would have cost us millions of dollars to allow those sets to become exhausted and have no further work to be done, having all those commitments on our hands.

In the second place we did not want a strike in our studios if there was to be one. We wanted the strike outside the studios where there would be no danger of violence, bloodshed, and sabotage of our equipment.

So we studiously, deliberately if you please, called in carpenters one by one and painters one by one and said, "Are you going to do the work?" "We want a show-down." If they said, "No," they were dismissed because we wanted to clean the decks and we would then know we could go outside and get other men to do that work if it was possible for us to do it, and operate our studios or close down if necessary.

MR. KEARNS. You felt, thought, you were operating within the provisions of the directive all the time?

MR. KAHANE. We were definitely operating within the provisions of the directive.

MR. McCANN. Now, Mr. Kahane, the reason I said I did not think you were entirely frank with us when you were testifying in Los Angeles was that now, for the first time, you have told us that you planned definitely to get rid of the men.

MR. KEARNS. Well, Mr. McCann—

MR. McCANN. I am trying to get at the point. Will you tell us how you planned, with whom you planned, and give us the story of what you did do in order to get rid of the men on the 23d? That is what I would like to have.

MR. KEARNS. Mr. McCann, he was the first witness at that time. You did not have the minutes that referred to that.

MR. McCANN. I had no background at all.

MR. KAHANE. I think each of the labor-relations men at the studios who handled the detail of that operation testified. For instance, I know that Mr. W. K. Hopkins, who represented our studio, testified. I don't know the exact detail of how it was handled at each studio but I do know that at the labor committee I presided over it was the policy adopted, the decision made to operate those studios and that if we were to operate that meant we were to ask for carpenters and painters who were then our employees, to do the work, and if they refused to do the work we were to dismiss them for failure to do assigned work and go ahead and get others if they could.

There was no concerted plan. No one had to handle it the same way. The idea was to put yourself in a position as quickly as possible to operate your studio.

MR. McCANN. Was it agreed it should all be on the 23d of September?

MR. KAHANE. I do not think so. I think we got rid of our people much before that time, I think somewhere between the 17th and the 23d. Some of the studios got rid of them around the 18th or 19th.

It did not take very long with the carpenters you had on the bench to call them in and say, "Will you do the work?" If they said "No," why we would let them go. We had reports from our construction head that some of the carpenters would do the work and some of the painters would do the work. We heard other reports that if we called upon one to do the work and let him go, that all the others would walk out. We wanted to find out just how far they were going in this effort to repudiate their agreement.

Mr. McCANN. Will you tell the committee here about the conferences which you had with Mr. Brewer as to how the thing would be done?

Mr. KAHANE. I don't think we had any conferences with Mr. Brewer on how the thing should be done.

Mr. Brewer, representing the IATSE, was asked by us if they could furnish us men to take the places of the striking painters and carpenters.

Mr. McCANN. Isn't it a fact that you said to Mr. Brewer, "What we will do and what plans we are going to carry out will depend upon what you will agree to do and what you can assure us that you will do?"

Mr. KAHANE. Not at all, sir. What we said to him and to everybody else in Hollywood—we first went to the actors and said that if the actors would not go along with this program we obviously must close. If the directors would not go along we obviously must close. If the teamsters would not go along, we probably would have had to close. If the IATSE would not furnish us cameramen and furnish us men to replace these workers who struck, we obviously would have had to close, so therefore, we had to go to all the unions and crafts involved and ask them if they would go along with this operation.

Mr. McCANN. And you arranged with Mr. Brewer to fill the jobs as the carpenters and painters were let out?

Mr. KAHANE. We asked him to give us any assistance he could in furnishing men.

Mr. McCANN. Who was it that assured you that the teamsters would come through the line?

Mr. KAHANE. I believe it was Mr. Tuohy that we talked to about teamsters.

Mr. McCANN. At that time Mr. Tuohy was the international representative of the teamsters in Hollywood?

Mr. KAHANE. Either that or the business agent for the local union, I am not sure.

Mr. McCANN. He assured you the teamsters would come through?

Mr. KAHANE. Yes, sir.

Mr. McCANN. And you had conferences with Somerset and other representatives of the actors; did you not?

Mr. KAHANE. Yes, sir; and with some of the representatives of the board of directors of the Actors' Guild.

Mr. McCANN. After you had held these conferences was it not decided that some of the studios or that all of the studios would get rid of their carpenters by the 23d of December?

Mr. KAHANE. I do not know that there was any date specified, but we were all trying to get rid of them as fast as we could, sir.

Mr. McCANN. Was not that the date set in your labor meeting that the incidents would be developed by the 23d day of December?

Mr. KAHANE. I don't remember that there was any fixed date but I know that we were all to get our houses in order if you please, as soon as possible.

Mr. McCANN. Was it not agreed between the representatives of the companies there that as soon as you got rid of the carpenters you would do the same thing with the painters to get the painters out?

Mr. KAHANE. I think we did it simultaneously. As soon as there was a set ready we would call upon the carpenters to put in the mill-work and the painters to do the painting. As soon as we found they would not we had to let them go.

Mr. McCANN. Was it not agreed between you as the representatives of the companies there that you would follow through and get rid of all of the employees of the SCU working in your organization?

Mr. KAHANE. I think you have gone too far when you say all the members of the CSU.

Mr. McCANN. How far did it go, sir?

Mr. KAHANE. All the carpenters and painters, sir. We had the set designers who were members of the painters' union. If they refused to make designs for sets they were let go.

If there were any other crafts involved who refused to do work they were let go, but I do not remember that any others besides set designers, set decorators, and painters, who are part of the painters' union, and the carpenters. The musicians, teamsters, and all the other union help which comprised all but about 8,000 of the crafts, reported for work.

Mr. McCANN. I think that is all, Mr. Chairman. I would like to ask him if he has anything else to say.

There is a question suggested by Mr. Zorn. I want to be sure you have a chance to answer this if you have not answered it.

Mr. ZORN. I think he has answered it.

Mr. McCANN. You think he has?

Mr. ZORN. Yes.

Mr. McCANN. All right, then I will not ask the question. I just want to make sure that you have an opportunity to say anything else you desire to say on this subject.

Mr. KEARNS. I want to offer Mr. Landis an opportunity to ask a question.

Mr. LANDIS. I just want to clear up one point. When they came to you and told you they were not going to work the next morning, what kind of a contract was in force at that time?

Mr. KAHANE. I think the carpenters were under what we call a 5-year basic agreement. That agreement, of course, called for them to supply men for carpenter work but under the circumstances they chose not to respect that obligation. As a matter of fact there was another agreement.

Mr. LANDIS. Would you call that a wildcat strike if they walked out the next day?

Mr. KAHANE. Well, having had almost 40 years' experience in the labor field, so far as theaters and motion pictures are concerned, I would say it was a common occurrence for them to give us just about that much notice.

Mr. LANDIS. In that other period between 1926 and 1933, that was the period where you said there was open shop?

Mr. KAHANE. Yes; in Los Angeles there was open shop.

Mr. LANDIS. The different studios could hire anyone they wanted to?

Mr. KAHANE. Yes, sir.

Mr. LANDIS. I thought that might have some bearing on the question Mr. McCann put a while ago. You remember that, Counsel?

Mr. McCANN. I do not recall it, sir.

Mr. LANDIS. In the period between 1926 and 1933, that was the period of the open shop out there.

Mr. McCANN. That is right, sir.

Mr. LANDIS. They could really hire and fire, or do as they pleased.

Mr. McCANN. I hope you will correct me if I am wrong, Mr. Kahane, but I do not believe there was a closed-shop agreement of any kind until about 1936.

Mr. KAHANE. That may be so. I think there were closed-shop agreements before 1936; I think they began in 1933.

Mr. KEARNS. Mr. Owens.

Mr. OWENS. Mr. Kahane, was that the directive you were reading from before?

Mr. KAHANE. Yes, sir. This is not the directive but it purports to be a copy of the directive. It is not the signed directive.

Mr. OWENS. That indicated these people had considered fully what took place in the prior years? The testimony had been given to them and they had not taken those facts into consideration; is that correct?

Mr. KAHANE. May I read from it? They say:

An analysis discloses that three possible methods of solution could be utilized, namely: One, strict adherence to craft or vertical line of demarcation. Two, establishment of an industrial or horizontal union throughout the industry. Three, revision of work designations within the industry patterned after previous agreements negotiated mutually by the various crafts. After careful and thorough study the committee unanimously agreed that the latter plan is unquestionably the best method of approach, and it is the committee's considered opinion that such procedure affords the only possible solution to a most difficult and complex problem.

Mr. OWENS. That looked like a combination of one and two, the third one, did it not? In other words, they were not going exactly along horizontal lines but they were having crafts shaped along horizontal lines. That is about what No. 3 would be, would it not?

Mr. KAHANE. Well, probably so, but what they said to themselves apparently is: Here is an agreement made in 1925 between these two organizations in which they undertook to divide the work as they thought it should be done. Therefore we think that agreement should be put into effect.

Mr. OWENS. And you immediately began to deal with an organization that was created pursuant to that directive, is that correct?

Mr. KAHANE. That was a local formed by the IATSE; yes, sir.

Mr. OWENS. Did you deal with that local or did you deal with the international?

Mr. KAHANE. The international, sir.

Mr. OWENS. Now how did it occur that there was any change made in that directive?

Mr. KAHANE. All we know is that on August 16 we were given a communication—

Mr. OWENS. August 16 of what year?

Mr. KAHANE. Of 1946.

Mr. OWENS. That was 8 months later?

Mr. KAHANE. Yes, sir. We were sent a communication that came from Mr. Green of the American Federation of Labor that had been transmitted to Mr. Johnston, and also a letter from Mr. Hutcheson, which had been transmitted to us.

In the letter from Mr. Green he gave us this purported so-called clarification of the directive.

Mr. OWENS. You mean Mr. Green sent you a so-called clarification of the men who were no longer connected with that directive, who had rendered their decision and were through?

Mr. KAHANE. Of course, it was our contention that they were through.

Mr. OWENS. I guess that would be a good legal contention, would it not?

Mr. KAHANE. Yes, sir; I think it would.

Mr. OWENS. Because an arbitration agreement would not have much effect if the arbitrators continued to be arbitrators after they were finished, unless of course there was fraud connected with it in some way.

Mr. KAHANE. I might say Mr. Hutcheson in transmitting this so-called August 16 clarification to us stated that he trusted that the producers would carry out the clarification as well as any other interpretations or clarifications that may be given in the future, which would indicate this three-man committee would have continuing jurisdiction to the end of time to make such clarifications or interpretations as they pleased.

Mr. OWENS. Was there any such arrangement in the first instance?

Mr. KAHANE. Not at all, sir. They were to make their findings within 30 days. Their authority was exhausted within 30 days and all parties agreed to accept as final and binding whatever determinations they did make.

Mr. OWENS. And so you paid no attention to the so-called clarification?

Mr. KAHANE. That is correct, sir. We made that clear to Mr. Green, to Mr. Hutcheson, and to all concerned, that we were obliged to follow the original directive; that there was no authority for any interpretation, clarification, or instructions beyond that.

Mr. OWENS. Did you find it a little bit difficult making it clear to Mr. Green?

Mr. KAHANE. We did, sir.

Mr. OWENS. That is all.

Mr. KEARNS. Do you have any further questions?

Mr. McCANN. Do you want me to read these questions of counsel now?

Mr. KEARNS. Yes.

Mr. McCANN. Mr. Chairman, it is getting a little late.

Mr. KEARNS. Well, continue; go right ahead.

Mr. McCANN. Questions by Mr. Cobb:

Did the companies have a closed-shop agreement with the carpenters and other crafts?

Mr. KAHANE. At what time?

Mr. McCANN. Let us say at the time of the 1946 strike. I assume that is what he means, in September 1946.

Mr. KAHANE. I think that is a legal question. We did have closed-shop contracts with the carpenters. In the March 1945 strike those contracts were terminated. I think it is a question for the lawyers to determine whether those contracts ever came into effect again, sir.

Mr. McCANN. May I ask the rest of the questions, and if you cannot answer them just say so.

Was a closed-shop agreement made in New York on or about December 8, 1935?

Mr. KAHANE. I do not know.

Mr. McCANN. Then I will not ask you to produce it. We will find out from others who may know.

Was notice of such a closed-shop agreement posted in the studios on or about January 2, 1936?

Mr. KAHANE. I do not know.

Mr. McCANN. Who negotiated the Beverly Hills agreement?

Mr. KAHANE. Well, that is a peculiar question but let me state this: That was a strike which was called and lasted for a couple of days. I presided at a meeting at which all of the representatives of all of the crafts in Hollywood, all the unions and guilds in Hollywood attended. At that meeting we settled the strike; got everybody to agree to go back to work; got everybody to agree to set up arbitration machinery to prevent the recurrence of these jurisdictional disputes; got everybody to agree there would be no further work stoppages in the meantime.

We called it the treaty of Beverly Hills.

Mr. McCANN. Was not that on July 2, 1946?

Mr. KAHANE. Yes, it was, sir.

Mr. McCANN. I notice you presided there.

Mr. KAHANE. We thought we had settled all our problems that day.

Mr. McCANN. I will proceed with these questions.

That agreement contained a provision that it was for 2 years, did it not?

Mr. KAHANE. That is right.

Mr. McCANN. Was it understood by all parties that the Beverly Hills agreement was to run for 2 years?

Mr. KAHANE. Well, it was not an agreement. I do not know what you mean by an agreement. It was more or less of a peace pact. There was nothing signed and nothing agreed to formally.

Mr. McCANN. It has been referred to as the Beverly Hills treaty, has it not?

Mr. KAHANE. That is right.

Mr. McCANN. And it was understood that it was to run for 2 years?

Mr. KAHANE. It was understood that the wage adjustment which was made was to run for 2 years subject to the right on the part of the unions involved, to reopen at the end of the first year, if there was a rise in the cost of living of 5 percent or more, as established by the standards of the Government Bureau of Labor Statistics.

Mr. McCANN. Did you and the other companies put the carpenters back to work with the understanding that the contract was for 2 years, after the signing of the Beverly Hills treaty?

Mr. KAHANE. I do not know how I can answer that question. It seems they all want to get me to state that there was a contract for a closed shop for 2 years which I will not say.

Mr. McCANN. Did you put them back to work?

Mr. KAHANE. They were put back to work; yes, sir.

Mr. McCANN. The Beverly Hills agreement provided, did it not, that all crafts were to go back to work Wednesday, July 3, 1946.

Mr. KAHANE. That is right. They were all to go back to work without discrimination.

Mr. McCANN. Was it the understanding and agreement that this applied to the carpenters?

Mr. KAHANE. Yes. The carpenters were among those.

Mr. McCANN. Did the carpenters go back to work under this agreement?

Mr. KAHANE. They went back to work.

Mr. McCANN. Did the carpenters remain at work under this agreement, and if so until when?

Mr. KAHANE. Until about September 1946, September 17 to the 23d, when they were laid off for refusal to do assigned work.

Mr. McCANN. You commenced your testimony with the meeting of September 11, 1946. Had not your committee considered and discussed your course at the previous meeting on August 22, 1946?

Mr. KAHANE. Well, if you mean did we have meetings after this so-called clarification was handed down to discuss what we should do about it, we certainly did. We had meetings almost every day and every evening.

Mr. McCANN. From the time you got the clarification until the September 23 incidents?

Mr. KAHANE. Yes, sir. As I stated before, we were in communication with Mr. Johnston and were attempting to get Mr. Hutcheson in a room.

Mr. McCANN. Had you not been in communication with Mr. Walsh on and prior to August 22, 1946?

Mr. KAHANE. I think Mr. Walsh was in Hollywood around that time when Mr. Brewer was there. We talked it over, of course.

Mr. McCANN. Had you not previously received an ultimatum from Mr. Walsh? If so, please state the facts.

Mr. KAHANE. Yes; there was an ultimatum, if you want to call it that.

Mr. McCANN. Will you please state what it was?

Mr. KAHANE. Mr. Walsh took the position that if the producers, having agreed to the December 26 directive, would now repudiate that directive and agree to the so-called clarification, that he would see to it that so far as his men were concerned they would not work in studios, they would not work in theaters and they would not work in exchanges. He considered that so-called clarification a nullity, of no force and validity, and that he was not invited to appear before the council to discuss any alleged clarification; that the committee was without power to do anything, and that if we saw fit to recognize it we would do so at our peril.

Mr. McCANN. Referring to the meeting of September 3, 1946, did you communicate with Mr. Eric Johnston as there stated?

Mr. KAHANE. I do not know what the meeting of September 3 is, sir.

Mr. McCANN. On September 3, 1946, if I may refresh your recollection, you held a meeting of the labor board and at that time it was decided to communicate with Mr. Eric Johnston [handing witness a document].

Mr. KAHANE. Is the question did I communicate with Mr. Johnston?

Mr. McCANN. Referring to the meeting of September 3, 1946, did you communicate with Mr. Johnston as therein stated?

Mr. KAHANE. I am quite sure that we talked to Mr. Johnston at that time.

Mr. McCANN. Do you recall what you said to him?

Mr. KAHANE. No; I do not, but it was probably something to the effect that "Here we are again between the devil and the deep blue sea. On the one hand we are told by the carpenters and painters that if the IATSE works on sets they will call them hot and they will not work on them; on the other hand, the IATSE will say if we refuse to carry out the original directive and undertake to carry out the new clarification, so-called, they will not give us men."

I think I made my own recommendation as to what I thought we should do and I think we got clearance from him on talking to the presidents of the companies to see if they confirmed our viewpoint.

Mr. McCANN. There is a final question from Mr. Cobb, and if you cannot answer it you may say so.

Was there not a continuing contract between the companies and the carpenters beginning with the basic company agreement of 1926 and periodic extensions down to and including the Beverly Hills agreement of July 2, 1946?

Mr. ZORN. I think that is a legal question.

Mr. KAHANE. I think that is a legal question.

Mr. OWENS. I think, Mr. Chairman, that question is entirely out of order. We have here a directive issued by three arbitrators after a complete hearing of all the facts which sets aside every other prior agreement, except for fraud, as I said.

There has been no showing of fraud here of any kind that I can see. There is even no charge, is there, Mr. McCann?

Mr. McCANN. There is no charge of fraud. We are just giving the facts for what they are worth.

Mr. OWENS. Why should we waste time giving facts on a directive that is as clear and explicit as it can be after three men have rendered it, following full and due hearing, and then have retired from the scene, which is all they can do.

Mr. BODLE. There is one fact, I think, that Mr. Owens has not taken into account which I would like to bring out at this point. That is that the jurisdiction of the original committee was to settle disputes which were not settled between the parties. Now at the time of the Miami meeting—and the minutes so show—the members of the three-man committee stated they did not try to do anything about this dispute between the grips and the carpenters, which revolved around the question of set erection, because agreements to that effect had been entered into. They made a statement for the record at that time that that agreement was binding and that the terms of the award which they handed down were not to contravene that agreement.

Subsequently Mr. Knight made the statement that is recorded in the minutes which Mr. McCann read this morning that he had talked to Mr. Walsh about the grievances between grips local 80 and the carpenters, and that Mr. Walsh had stated that the agreement was approved and was in effect.

So if Mr. Walsh had stood by his statement at that time this dispute could never have arisen, because the whole dispute with regard to set erection was settled by the terms of the agreement between grips local No. 80 and the carpenters.

Mr. OWENS. I am not talking about Mr. Walsh or any individuals. I am thinking of a great number of workmen. I would like to have you tell me whether or not in the words of that directive they did use the word "erection"?

Mr. BODLE. That is correct, but the committee made the statement for the record at the Miami meeting of the executive committee——

Mr. OWENS. What date was that?

Mr. BODLE. I don't know the date of that.

Mr. OWENS. Was that after the directive or before?

Mr. BODLE. That was after the directive.

Mr. OWENS. I am not interested in what the committee said after the directive, because they had no right to say anything, unless there is fraud charged.

Mr. BODLE. But, Mr. Owens, you know that an arbitration board cannot go beyond the boundaries of the dispute that is submitted to it.

Mr. OWENS. But in there they discussed the 1926 agreement and used the word "erection." It was challenged a month after, between then and the last part of January, and nothing was done about it in that time. Within 30 days, even if you were to grant that they have 30-day jurisdiction as courts have in which to consider errors and set them aside, they refused within 30 days after it was called to their attention; is not that correct?

Mr. BODLE. But, Mr. Owens——

Mr. OWENS. Is not that correct?

Mr. BODLE. That is correct about the 30 days, but this is the point. The disputes which were submitted to them for adjudication were disputes which were not determined or settled by agreement of the parties. They had no jurisdiction, in other words, to pass on this question of set erection because it had already been agreed to between the parties.

Mr. OWENS. But does not your directive say set erection right in there?

Mr. BODLE. It uses those terms; yes.

Mr. OWENS. And they tried to change that to assembly 8 months later?

Mr. BODLE. They tried to clarify what they meant by set erection.

Mr. OWENS. I still say exactly what I said to Mr. McCann and I am afraid I will have to stand on it.

Mr. LEVY. Mr. Chairman, I cannot let Mr. Bodle's statement about what he understands to be the facts go unchallenged. I want the record to show that the statement made by counsel, I think Mr. Cobb's associate, or Mr. Sorrell, is not the fact. The matter of the local 80-local 946 agreement involves two factors which Mr. Bodle ignores.

The first factor is that the agreement was made upon a local level only and the directive provided that the settlement is to be made within the first 30 days on an international level.

Now, the record shows—if Mr. Bodle is going to quote the record—the record shows that Mr. Maurice Hutcheson, representing the carpenters' union, refused to agree to the local 80-946 agreement. That is in the Los Angeles record.

The Los Angeles record further shows that Mr. Cambriano on behalf of the carpenters, when he testified, said that this was only a tentative agreement, and he used the word "tentative" because of the fact that the international had not approved the agreement which was made on a local level.

Finally, the agreement in its own language explicitly makes clear that this agreement is made only with respect to local 80's jurisdiction and is not in any way to affect the jurisdiction of any other locals affiliated with the IATSE.

Now, if you want to make charges, let the charges be based upon the record.

Mr. KEARNS. Mr. Kahane made that very clear in his testimony, where he said they had to deal with the international. The question that has come up now is merely a question submitted by counsel to committee counsel.

Mr. LEVY. I would not have arisen if Mr. Bodle had not undertaken to make some statements to Congressman Owens which might leave the impression that Mr. Bodle was quoting from the record when the fact is the record does not support it.

Mr. KEARNS. Well, as the chairman says, the matter before the house now is the question submitted by Mr. Cobb. We are going to answer that and then I think anything else right now does not mean too much.

Mr. McCANN. I have one more question by Mr. Bodle, Mr. Chairman, if you will permit me to ask it.

Mr. KEARNS. Yes, sir.

Mr. McCANN. Mr. Kahane, this question is submitted by Mr. Bodle of the painters.

The minutes of the meeting of September 20 of the producers labor committee state:

Dead line by 9 a. m. Monday clear out all carpenters first and then clear out all painters, following which proceed to put IA men to work.

In view of this, is it not true that a date was fixed by all of the studios for the discharge of the carpenters and painters?

Mr. KAHANE. Well, I do not know what notes those are, but I would not argue with that; I would not deny that that was the fact, because I think we were all as anxious as possible to get it done quickly as possible, when we only had from the 17th to the 23d before we completed the job.

We probably said, "Let's everybody get in position so we can operate."

Mr. McCANN. So you do not deny that?

Mr. KAHANE. I do not deny that.

Mr. McCANN. Mr. Chairman, that completes it.

Mr. OWENS. I want to know, Mr. Kahane, whether after the period of 30 days had elapsed, under the directive within the 30-day period after that 30-day period, that is, within 60 days, they did meet and

settle all jurisdictional questions as they were ordered to do by the directive?

Mr. KAHANE. We know that they met in Hollywood, Congressman Owens. We did not talk to them; the producers did not talk to them. Then they rendered a decision as of December 26 which purported to take care of all the jurisdictional disputes except those involving the machinists.

Mr. OWENS. Of course, that said that all jurisdictional disputes would have 30 days in which to settle, and if they did not settle within 30 days then a committee was to be appointed to settle within 30 days after that. That is correct, is it not?

Mr. KAHANE. That is correct.

Mr. OWENS. Were they settled within the 60-day period?

Mr. KAHANE. They purported to settle them all; yes, sir.

Mr. OWENS. And it was not until 6 months after that that this question of clarification arose?

Mr. KAHANE. Eight months, sir.

Mr. OWENS. I mean 6 months after the 60 days expired.

Mr. KAHANE. Oh, no; the 60 days expired on December 31.

Mr. OWENS. You mean the decision had been rendered in October?

Mr. KAHANE. No; the council met at Cincinnati in October. They gave them 60 days, 30 days for the parties themselves to attempt to arrive at an amicable understanding. Failing that, the committee was to have 30 additional days, which would take them up to the end of the year to determine the jurisdictional dispute.

Mr. OWENS. Then it was not until the middle of August 1946 that the so-called clarification was handed down by Mr. Green?

Mr. KAHANE. That is right. As a matter of fact, when we got the directive in December and found out that there was going to be difficulty about it being carried out, we then flew down to Miami, where the council was then again convened. You heard the minutes of the meeting of that council read, at which we all appeared and asked what we were to do now.

The result of it was, despite all the desperate efforts that were made by Mr. Hutcheson to wiggle out of it or get it changed, the result of it was that we left Miami with instructions from the American Federation of Labor that the original directive of December 26 stood, and that was to be followed out.

Mr. OWENS. So-called treaty of Beverly Hills you say was just an arrangement to give work to certain men?

Mr. KAHANE. That had nothing to do with these particular men.

Mr. OWENS. That was a month before the so-called clarification?

Mr. KAHANE. Yes, sir. That had nothing to do with this issue.

Mr. OWENS. That involved other issues entirely?

Mr. KAHANE. Yes, sir.

Mr. KEARNS. Mr. Kahane, as vice president of Columbia Pictures Corp. and former chairman of the producers' labor committee, I think you can best answer this question:

After the decision was made by the producers not to shut down the industry, but to continue, it was not until after September 11 when the ultimatum was handed to you by the carpenters that they would not be on the job the next morning, that your labor committee, consisting of the producers, decided then to make preparations with

representatives of the IATSE to go ahead and keep the studios open for production?

Mr. KAHANE. Oh, definitely. It was after we had made the decision and after the September 11 ultimatum.

Mr. KEARNS. It was after that ultimatum when the producers' committee on labor decided to keep the studios open and made arrangements with the IATSE?

Mr. KAHANE. We made arrangements with all the crafts, sir.

Mr. KEARNS. You deal on the international level?

Mr. KAHANE. Yes; but I mean we had an actors' guild to consider. If the actors did not show up we would not make pictures.

Mr. KEARNS. That was all taken care of, too?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Mr. Chairman, may I express our appreciation for Mr. Kahane coming back here? I think he has thrown a good deal of light on this situation.

Mr. KEARNS. Yes; indeed.

We will stand adjourned until 2 o'clock.

(At 12:40 p. m., the committee recessed until 2 p. m.)

AFTERNOON SESSION

Mr. KEARNS. Judge Levy, will you take the stand, please?

TESTIMONY OF MATTHEW M. LEVY, COUNSEL FOR IATSE, NEW YORK, N. Y.—Recalled

Mr. KEARNS. I understand you have a statement you want to read into the record.

Mr. LEVY. I do not have a statement I want to read, but there is a statement I want to make.

Some discussion occurred before the noon recess on the question as to whether or not the three-man committee was expected to or required to report back to the executive council of the American Federation of Labor. Congressman Kearns and Counsel McCann seemed to be of the opinion that after the three-man committee rendered its decision, that that decision was to be submitted to the executive council of the American Federation of Labor.

The statement that I want to make, so that the record can be clarified, is that there was no requirement whatsoever for the three-man committee to make a report as to its decision to the executive council; that the directive issuing out of Cincinnati provided that within the time specified the three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional questions still unsolved, and there was no jurisdiction, legal or otherwise, in the executive council of the American Federation of Labor to receive, to pass upon, to reverse, to accept, to modify, or to clarify the final and binding decision of the three-man committee.

In reading the Miami minutes, it will be seen that the decision of the three-man committee rendered December 26, 1945, was given to the executive council in the January 1946 meeting in Miami only "as a matter of information." It was not submitted to the executive

council as indeed it could not be for any action whatsoever by the executive council.

Mr. McCANN. May I ask a question or two on that, please?

Mr. KEARNS. All right.

Mr. McCANN. Mr. Levy, I want to correct your statement to the effect that I am of the opinion that the executive council had authority to pass upon the directive. If any such impression has been received, it is erroneous.

But you have raised a question on which I am thoroughly unadvised and which I would like to ask you about as one of counsel for the American Federation of Labor groups.

Are you in a position to inform our committee whether or not there is or is not a precedent in the American Federation of Labor which either required or which countenanced the submission of the decision to the council? I do not know anything about their constitution, and I do not know anything about the historical background of the American Federation of Labor insofar as the authority of the council is concerned, so I ask you whether or not there is or is not a precedent in either the bylaws, rules of order, and so forth, of the American Federation of Labor, which made it either consistent with precedent, or which required the committee appointed by them to report back to the council.

Mr. LEVY. I should like to answer the question, Mr. McCann, in this way: That having read the constitution of the American Federation of Labor, in force at that time and now, there is no provision in it for any such act.

From the standpoint of precedent, I cannot speak with complete knowledge because I have not attempted to study all of the jurisdictional disputes that have sought to be resolved within the councils of the American Federation of Labor.

So far as this particular controversy is concerned, the agreement among the parties and the Council of the American Federation of Labor, and by the parties, I mean the major producers and the international organizations involved in this jurisdictional question, in the very four corners of the agreement which is already in evidence, the functions and powers of the three-man arbitration committee are specified and that specifies that their decision—not the executive council's decision later, at any time later—but the decision of the three-man committee made within the specified time limit shall be final and binding.

Mr. McCANN. I am fully advised on your position with respect to that, but I am seeking other information which apparently you do not possess, and that is whether or not in this organization which, as I understand, was first formed about 1886—61 or 62 years ago—whether among the precedents of the American Federation of Labor, whether in the organization or the establishment of the executive council, there is required of any committee of the American Federation of Labor Council that is appointed, that it should report back to the body that appointed it with respect to the decision that it makes.

Now, I am thinking in the terms of the constitution and the bylaws.

Mr. LEVY. I am giving you my answer with respect to the constitution.

Mr. McCANN. That is all that you can do?

Mr. LEVY. That is all I can do. I am giving you my answer with respect to a specific arrangement here which was conceded all around to be quite unprecedented.

Mr. McCANN. We are thoroughly versed on that. Now, I wanted to ask you this: Whether or not you know if it has been the policy of the American Federation of Labor in times past, whether there are any regulations or rules, or whether there is anything in the constitution, to consider the determination of such committees and whether or not in the past they have ever clarified those determinations. Do you know that?

Mr. LEVY. I do not.

Mr. McCANN. Now, is it not a fact, and I ask this purely from the standpoint of information—we have both read and listened to the Miami minutes and I am trying to get your impression. Is it not a fact that the over-all impression gained from reading the Miami minutes was that there was a question of doubt in the minds of the producers as to the meaning of the directive of December 26, and that it was because of that that they came down to secure some aid from the council?

Mr. LEVY. I cannot speak as to what was in the minds of the producers, but I am of the opinion that what might have motivated their trip to Miami was the fact that one of the organizations affiliated with the American Federation of Labor, which had agreed to abide by the final and binding decision, was, to use the language of one of the producer witnesses here, seeking to welsh on the agreement. They wanted full power and support of the executive council, which was also a party to this agreement, to enforce it.

Mr. McCANN. Now, there is one thing still left in doubt in my mind and I read all of the minutes, according to the record sent to me by Mr. Hutcheson, this morning. I did not find any determination by the council at all at the conclusion of the arguments which went on before the council in Miami. I am wondering who communicated to the IATSE and to the producers and those interested parties, what the council had decided in Miami, because I found no record in that council meeting with respect to any determination.

Mr. LEVY. Would you wait just a moment until I get some papers?

Mr. ZORN. I think Mr. Johnston answered that question yesterday on behalf of the producers. I think he said Mr. Green gave him that information.

Mr. McCANN. That is very fine, Mr. Zorn, that Mr. Green gave him the information, if that is correct. I am not questioning the accuracy of that, but I am wondering why the council did not take some action. If there is anyone who knows about it, if Mr. Freeman knows about it, or anyone else, I would like to have some information about any action taken by the council at Miami. I do not find that any action was taken at all.

Mr. LEVY. I cannot speak for the minutes of the executive council in Miami. This is the first time I have heard them read, the first time I have seen them today. On February 1, 1946, the New York Times stated as follows:

Although the council declined to take action on jurisdictional disputes which are again threatening to upset motion-picture production in California, Mr. Green said that he considered the danger of a strike very remote.

Then it says further:

William Green, president of the A. F. of L., explained that the unions of carpenters, stagehands, and painters had agreed to abide by the decision of the committee named by the council and have ended last year's strike on that basis. Under these conditions, he said, the council saw no reason to reopen the issue.

I happened to be in Hollywood at the time and was leaving for the east. Mr. Walsh was in Miami. Mr. Walsh was informed that the council had decided not to take any action, probably because, as stated from the Miami minutes, the report was given to the executive council for information only and there was no action that the executive council could legally take.

Mr. McCANN. That answers the question, sir. That is what I was trying to find out. I could not see any basis, after reading the record, for the statement which I believe Mr. Zorn attributes to Mr. Johnston and which I do not question at all, but which I did desire, if there was any documentary evidence to support, to have in the record.

Mr. ZORN. Mr. Johnston simply testified that after they left the inner chambers of the executive council, after they had been in there, Mr. Green came out and said the council was taking no action, and they would continue to keep the December 1945 award in effect. He did not say anything about what the council in its inner circles had done.

Mr. KEARNS. Now, Judge Levy, I did not mean that they had to go back and report to the council. I said they were not held responsible for their decision to a person like Mr. Hutcheson, president of the international, or Mr. Walsh, or anyone else with the international.

Mr. LEVY. That is correct, they were responsible only to themselves.

Mr. KEARNS. They did not have to go back to their bosses?

Mr. LEVY. That is correct.

Mr. OWENS. Mr. Chairman, there was a statement made by Mr. Levy. He did not answer the question and then he did answer, I believe, in his statement where he said it was unprecedented in the arrangement for the appointment of those three men. That is true. If it was unprecedented, then there was no precedent in the A. F. of L. for the appointment of men as arbiters in that case to report back to the council.

Mr. LEVY. That is a fair assumption.

Mr. OWENS. That is what you meant by being unprecedented?

Mr. LEVY. Part of it; yes, sir. I mean the fact that the employers and the executive council of the American Federation of Labor and six or seven autonomous international unions would all agree together to call off the existing strike by a directive of the executive council, and would agree to put their jurisdiction, as someone expressed it, on the table and let three persons determine for good or evil what that jurisdiction was and where it would go. That, I say, was to me, from my knowledge of trade-union affairs, quite unprecedented.

Mr. OWENS. In other words, it made no difference whether it was three vice presidents of the A. F. of L. or just Tom, Dick, and Harry?

Mr. LEVY. That is correct, except that all the parties agreed it would be a three-man committee selected by the executive council of the American Federation of Labor for that purpose.

Mr. OWENS. To be regulated by an agreement or by law with respect to arbitration as a general rule, which we understand is absolutely binding and not even subject to court review unless such an arrangement is made?

Mr. LEVY. That would be my understanding.

Thank you, Mr. Chairman.

Mr. KEARNS. Thank you.

Mr. Balaban.

Mr. McCANN. Mr. Balaban, will you please give your name, will you please give your full name, your residence, your telephone number?

TESTIMONY OF BARNEY BALABAN, PRESIDENT, PARAMOUNT PICTURES

Mr. BALABAN. Barney Balaban, 315 Brevort Lane, Rye, N. Y.; Bryant 9-8700 is my business telephone number.

Mr. McCANN. What position do you hold in the motion-picture industry?

Mr. KEARNS. Pardon me, Mr. McCann. I am going to excuse the witness, now that you have given your identification, because Mr. Doherty just came in, and I would like to have him on the stand before we go ahead with you, if you have no objection.

Mr. Doherty, would you mind bringing the directive and come to the stand, please? I just called your office and they said you were at lunch. I did not expect you here so quickly.

Will you raise your right hand and be sworn?

(Mr. Doherty was duly sworn as a witness.)

Mr. KEARNS. I want it clear for the record here that Mr. Doherty, who was a member of the three-man committee that handed down this directive, acted as secretary, I understand, of the committee. While he is before us, I would like to have him read the original directive you handed down, which was to be the agreement of understanding, because I think we have had conflicting testimony as to the interpretation of the original directive.

I also would like to have you take liberty as you read it, to explain any phases of it which might have been controversial and which have led to misunderstandings.

TESTIMONY OF WILLIAM C. DOHERTY, PRESIDENT, NATIONAL ASSOCIATION OF LETTER CARRIERS; VICE PRESIDENT, AMERICAN FEDERATION OF LABOR—Recalled

Mr. DOHERTY. For the record, Mr. Chairman, my name is William C. Doherty. I am president of the National Association of Letter Carriers. My office is in the American Federation of Labor Building at Ninth and Massachusetts Avenue, and my telephone number is Executive 4696.

I am also a member of the executive council of the American Federation of Labor.

Prior to the American Federation of Labor convention held in San Francisco, Calif., last October, I was a vice president of the American Federation of Labor. I am now a member of the executive council. Because of the Taft-Hartley law, it became necessary to change our A. F. of L. constitution.

I would be very happy to comply with the request of the distinguished chairman of this subcommittee by repeating the directive which was handed to three vice presidents of the A. F. of L. at the

October 1945 meeting, which was held in Cincinnati, Ohio. That directive reads as follows:

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Brotherhood of Painters, Decorators, and Paperhangers of America, United Brotherhood of Carpenters and Joiners of America, etc.: Hollywood studio union strike and jurisdiction controversy.

1. The council directs that the Hollywood strike be terminated immediately.
2. That all employees return to work immediately.
3. That for a period of 30 days the International unions affected make every attempt to settle the jurisdictional questions involved in the dispute.
4. That after the expiration of 30 days a committee of three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional questions still involved.
5. That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada; the United Brotherhood of Carpenters and Joiners of America; the International Association of Machinists; the United Association of Plumbers and Steamfitters of the United States and Canada; the Brotherhood of Painters, Decorators and Paperhangers of America; the International Brotherhood of Electrical Workers of America; and the Building Service Employees International Union, accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

Now, Mr. Chairman and members of the committee, I submit that our committee of three vice presidents, Felix H. Knight, chairman, William C. Birthright, and myself did proceed to Hollywood in keeping with this A. F. of L. directive, and conducted what we thought were thorough hearings investigating the true picture as we saw it.

After we had conducted our hearings—and, mind you, gentlemen, we were limited to 30 days, we did not have the time that this very fine committee has here—

Mr. KEARNS. Pardon me, at that point. There was some question raised yesterday in Mr. Johnston's statement. You really had 60 days; is that correct?

Mr. DOHERTY. No, sir; that is not correct. The unions involved, Mr. Chairman, had 30 days in which they could settle their own disputes.

Mr. KEARNS. Before you moved in?

Mr. DOHERTY. Before we moved in.

Mr. KEARNS. But you really only served 30 days?

Mr. DOHERTY. We had 30 days within which to hand down this decision. If you will check back upon the testimony which our committee gave to your committee at Los Angeles during August of last year, you will find that we repeatedly stated that the committee of three vice presidents pleaded with the seven unions involved to settle their own jurisdictional grievances because we knew full well that any decision handed down by us would not be totally acceptable. That is exactly what happened. After we conducted these exhaustive hearings and after we handed down this directive, which, by the way, we still feel is the best possible kind of a decision that could have been handed down under the circumstances, it became apparent that at least one union, namely, the Brotherhood of Carpenters, would not work under the agreement.

Then some 8 or 9 months later, August of 1946, to be specific, the executive council of the American Federation of Labor instructed its three-man committee to hand down a clarification. And I think in fairness I should tell you that—

Mr. KEARNS. Mr. Doherty, may I interrupt you at that one point?

Mr. DOHERTY. Certainly, Mr. Chairman.

Mr. KEARNS. When you say you knew the directive would not be acceptable to the carpenters—

Mr. DOHERTY. I did not put it that way.

Mr. KEARNS. You had no idea of that when you were writing it, that it would not be acceptable?

Mr. DOHERTY. No, sir; we had no idea whatsoever that it would not be acceptable to the carpenters, or anyone else, but if we felt they could get together themselves and reach a gentlemen's agreement and set up definite lines-of-work demarcation, that there would be peace and tranquillity in Hollywood, instead of all this strife and turmoil that has existed out there.

Let me again repeat, Mr. Chairman, that this is not something new. Jurisdictional disputes arose with the development of the industry itself. We actually moved in on something that was not a year or so old, but probably half a century old because there have been inter-union jurisdictional disputes in Hollywood since the very inception of the motion-picture industry.

Now, getting back to the clarification, I noted yesterday, Mr. Chairman, in your well-prepared statement to the press or rather the statement that you issued at the opening of yesterday's hearing, reading from page 2 you say in part:

Therefore, I am disposed to find that the three vice presidents of the American Federation of Labor made an earnest and sincere effort to arrive at a fair and equitable determination of the rights of all of the members of the unions involved in the jurisdictional strife in Hollywood, except as to the members of the International Association of Machinists.

For the record, I would like an exception to be noted because our committee very definitely did hand down a work demarcation in our decision applicable to the International Association of Machinists, and I now refer to the directive of December 26, 1945. I am reading from page 6 thereof:

International Association of Machinists: The committee rules that the following language found in the American Federation of Labor, Boston, Mass., convention proceedings, October 6 to 17, 1930, pages 353 to 354, is applicable to the International Association of Machinists.

1. It is understood by both parties that members of the IATSE are recognized to have jurisdiction, to have charge of, to adjust and operate all projectors and all appliances connected therewith.

2. It is understood by both parties that members of the I. A. of M. are recognized as having jurisdiction over the processes in the manufacturing of motion-picture machines.

2. (a) It is agreed that members of the I. A. T. of S. E. shall have jurisdiction over the setting up and taking down of motion-picture machines in such places as they are used for exhibition purposes.

3. It is agreed by both parties that when temporary emergency running repairs are necessary, the operator will make such repairs that are necessary to keep machine in operation.

The committee rules that the above work division be placed in full force and effect immediately. This decision is applicable to the motion picture industry and none other. It is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Association of Machinists by the American Federation of Labor.

The committee takes cognizance of the fact that the International Association of Machinists has discontinued its affiliation with the American Federation of Labor and expresses the hope that reaffiliation will soon take place.

So that we did hand down, Mr. Chairman and members of the committee, a work division applicable to the IAM.

Mr. KEARNS. In other words, your defense is there that you included them, whether or not work was allocated to them?

Mr. DOHERTY. They were definitely included.

Mr. KEARNS. Whether or not they got anything?

Mr. DOHERTY. I don't know whether they got it or not. That is a later development, of course.

I think I have the clarification here and I am very happy to place this insertion in the record at this point. I appreciate the chairman's courtesy in that regard, because it is so important by reason of the testimony given here yesterday, and I suppose again today, that this clarification be repeated.

The clarification was handed down at Chicago, Ill., under date of August 16, 1946. It came about as the result of an investigation which was ordered by President Green. After we handed down our original decision in December 1945, and there was still some existing strife and turmoil in the Hollywood motion picture industry, Mr. Daniel V. Flanagan was sent to Hollywood to conduct an investigation for President Green.

Mr. Flanagan's statement, as I recall, was inserted in the record at Los Angeles. His statement is dated August 9, 1946. I do not have a copy of that statement.

But at any rate, following his investigation and his report to President Green, the executive council then instructed our three-man committee to bring in a clarification. At this point I would like to put that clarification into the record.

It is dated Chicago, Ill., August 16, 1946.

Pursuant to instructions handed down by the executive council at its session held on August 15, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America as set forth in the committee's decision dated December 26, 1945, and reaffirmed its previous decision. The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel V. Flanagan under date of August 9, 1946.

According to a brief embodied therein, studio carpenters, local 946, U. B. of C. and J. of A. alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon.

Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in section 8 of the decision which specifically excluded trim and mill work on said sets and stages. The word "erection" is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognizes the jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners of America's jurisdiction.

That is the clarification which was handed down pursuant to instructions of the executive council of the American Federation of Labor.

Now, Mr. Chairman, much has been said about the agreement of December 1925, now known as the 1926 agreement, which the carpenters' union claims to have repudiated shortly after the agreement had been entered into by representatives of their local union at that time.

It is true that we did find out, long after we handed down our directive of December 26, 1945, that the carpenters had repudiated that agreement, that is, the International or the United Brotherhood of Carpenters had repudiated that agreement.

But if we had it to do over again and if we had 30 days within which to do our work, there is no question in our minds—and I am speaking now for the three members of the executive council—there is no ques-

tion in our minds but what we would have arranged a similar line of work demarcation for the Hollywood motion-picture industry.

Please bear in mind, Mr. Chairman, and members of the committee, that we did not ask for our job. It was given to us by the president of the American Federation of Labor.

We appeared in Hollywood in the roles of good Samaritans and apparently we have come out of the thing somewhat of a scapegoat, but we are satisfied in our own minds that we did the best thing humanly possible to try to end that terrific jurisdictional dispute which, in my judgment, is the plague of the labor movement.

While speaking on that subject, Mr. Chairman, I think there is something your committee, nor our committee, nor any other committee, has not fully investigated out there.

Along with the development of the motion-picture industry there seems to have sprung up a system of employing so-called efficiency experts, or industrial-relations advisers. It seems to me that instead of bringing peace and tranquillity to the studios those people who are supposed to be the go-betweens between the producers and the employees, or the employee unions, seem to thrive on the strife and turmoil that exists.

If I had any suggestion to offer Mr. Eric Johnston or the producers, I would suggest that they look at their hole cards relative to that group of industrial-relations experts who have always been there with the industry and seem to keep unions pitted against each other, and apparently the producers, too. I don't know how they do it.

I would like to have an opportunity to go out there and look at that thing again some time. But, in my judgment, that is part of the evil that exists in the motion-picture industry.

I will be very happy to answer any questions, Mr. Chairman.

Mr. KEARNS. All right, sir. I would like to give members of the committee an opportunity to ask questions.

First, the ranking member, Mr. Landis, of Indiana.

Mr. LANDIS. I would like to know the dates again—the date of the directive and the date of the clarification.

Mr. DOHERTY. The original directive, Congressman, was December 26, 1945, and the clarification was August 16, 1946.

Mr. LANDIS. Do you know what kind of a contract they had—the contract which was finally settled on?

Mr. DOHERTY. We had nothing whatsoever to do with the contracts, Mr. Landis.

Mr. LANDIS. I know you did not have anything to do with it.

Mr. DOHERTY. As a matter of fact, and again for the record, I might say since some of these members of the full committee, Mr. Chairman, were not at Hollywood or Los Angeles, the union representatives, as well as others, were pressuring us to hand down our decision in a hurry, because contracts expire on the 31st day of December and they wanted to negotiate new contracts for the ensuing year—1946.

Mr. LANDIS. The point I was trying to get at was the closed shop—if they had a closed-shop contract.

Mr. DOHERTY. We did not touch the contracts at all, Mr. Congressman.

Mr. LANDIS. There was not any thought of giving the various kinds of work to the different groups? You wanted labor to settle that themselves?

Mr. DOHERTY. We tried to have them settle that for themselves, but when they did not we attempted to do it for them, and apparently we did not do a very good job.

Mr. LANDIS. That is all.

Mr. KEARNS. Mr. Owens.

Mr. OWEN. Mr. Doherty, there was a statement made here this morning about the possibility of fraud being shown in connection with the hearing of that committee. But after having heard you testify today and looking at you while you testify, I do not think there could be any fraud shown in connection with what you were doing there.

Mr. DOHERTY. Thank you, Congressman Owens. I appreciate that compliment. There are very few compliments coming in the direction of our three-man committee.

Mr. OWENS. Just to judge by what you have said and done here, I think that in a 30-day period you have done a mighty good job. I realize what this work means. I have worked in labor quite a long time myself.

I noted particularly your remarks regarding what took place in August of 1946. You mentioned that Mr. Green issued instructions. You said Mr. Green instructed them to bring it in.

Mr. DOHERTY. I said Mr. Green sent a Mr. Flanagan, one of the A. F. of L. organizers, out to Hollywood to investigate certain charges that had been made following the handing down of our directive, and then the executive council, Congressman Owens, the executive council itself, the 15-man board of the American Federation of Labor, instructed our committee to bring in a clarification, to which we agreed, by the way.

Mr. OWENS. You were speaking of the clarification which was after an order by President Green.

Mr. DOHERTY. After an order of the executive council, please, Congressman. The executive council instructed us to bring in the clarification, not President Green.

Mr. OWENS. But speaking of the clarification, that was after an order by President Green for an investigation by Flanagan; is that correct?

Mr. DOHERTY. That is correct, absolutely true.

Mr. OWENS. Then the executive council instructed whom to bring in a clarification?

Mr. DOHERTY. The same committee of three vice presidents then of the American Federation of Labor, including myself, and we did go out of the executive-council room at Chicago and attempted to bring in a clarification on the one subject, erection of sets on stages and locations.

Mr. OWENS. Under what power would the executive council have to direct you three men to do anything with respect to your directive?

Mr. DOHERTY. Mr. Chairman, may I say for Congressman Owens' edification, that the original directive handed down in October of 1945 to this three-man committee, was something unprecedented in the annals of the American Federation of Labor, or for that matter, the entire labor movement.

The A. F. of L. had ordered a strike stopped immediately, the people were to return to work. They had given the unions a chance to settle their differences within 30 days and if they did not settle

those differences, then our committee was to go in there and settle it for them.

Our findings were to be final and binding on all parties.

May I say that all the unions I read into the record here this afternoon were a party of that agreement, the carpenters, the stagehands, and all of the seven unions involved were a party to that agreement, that our findings would be final and binding.

Mr. OWENS. When were your final and binding findings considered to be final in nature?

Mr. DOHERTY. Shortly after we handed down our directive, within several months, I would say. There was some immediate resentment to the directive right after we handed it down.

It appears that some 350 carpenters had been displaced by other employees in the motion-picture studios. That was, in my estimation, the crux of the situation which started the new trouble out there.

Mr. OWENS. When did you consider your decision a final decision?

Mr. DOHERTY. December 26, 1945. We thought then our work was completed.

Mr. OWENS. Can you tell me anything to show that it was not completed?

Mr. DOHERTY. Except that the executive council, which is the governing body of the American Federation of Labor, some 8 or 9 months later instructed us to bring in a clarification.

Mr. OWENS. Then is it correct that your decision as finally made would have no finality at all even through the years? They could change it every 6 months or every year as they wished; isn't that true?

Mr. DOHERTY. That is the way it worked out, Mr. Congressman.

Mr. OWENS. You are not in accord with that, are you?

Mr. DOHERTY. Absolutely not. I really worked in good faith and thought that our decision of December 26, 1945, was the final and binding decision upon all the parties involved in that dispute.

Mr. OWENS. There is nothing more for me to inquire about. I have heard everything.

Mr. KEARNS. Mr. Smith.

Mr. SMITH. Mr. Dougherty, I was interested in your observation about efficiency experts. Haven't we got too much efficiency in a lot of our labor negotiations?

Mr. DOHERTY. I wouldn't say too much efficiency, Congressman. We have too many efficiency experts. There isn't enough efficiency because we have so many efficiency experts.

Mr. SMITH. The point I am thinking about is the classification and trying to determine a job by a slide rule and figure out its exact job content. Isn't that what they are trying to do?

Mr. DOHERTY. That is correct, Congressman. In most instances the rule of common sense is completely ignored.

Mr. SMITH. In other words, men who have grown up with the industry are better able to judge what particular job should be classified according to the old custom than some efficiency expert coming into a new group?

Mr. DOHERTY. I think that is a very fair and a very true statement.

Mr. SMITH. That is all.

Mr. LANDIS. I would like to ask one more question.

I thank the gentleman for his frankness and explanation. I am sorry I did not get all the details in California.

I am a little like Mr. Owens here with respect to the date and the clarification. Which do you think it would be better to go by, the clarification date or the original date?

Mr. DOHERTY. The clarification was an addendum to the original directive, and both must be considered together.

Boiling it down, let me put it this way: The carpenters did not agree with the original directive of December 26, 1945, because they lost some 350 jobs, as we were later told.

Then when we handed down a clarification in August the next year, the stagehands disagreed, because it was upsetting something that happened in the original directive, so we were condemned on both sides for trying to straighten out a most unusual situation.

Mr. LANDIS. Under the new law, I wondered if it would be better for the National Labor Relations Board to try their hand at it. Perhaps they would probably get in the same shape you got in.

Mr. DOHERTY. That would be my observation, yes, Mr. Congressman. As a matter of fact, I am rather startled that the cure-all Taft-Hartley Act hasn't done something about this Hollywood jurisdictional dispute up to now.

Mr. LANDIS. I thought it took so many days to take care of it and that there should be something done through the National Labor Relations Board.

Mr. DOHERTY. I understand there are some legal questions involved. I am not a lawyer, Mr. Congressman, but this difficulty goes back beyond the enactment of Public Law 101, the Taft-Hartley Act. Therefore, because of the legal involvements, it is now most difficult for them to now go before the National Labor Relations Board.

Frankly, I am not very optimistic about this hearing here now. I don't think you are going to accomplish anything.

The amiable chairman of this subcommittee is such a fine gentleman, that I wish him every possible success, but while I am not a pessimist by nature I am frank to confess I do not think he is going to accomplish a thing by these extended hearings.

Mr. LANDIS. Not unless the National Labor Relations Board comes back in the picture and decides it.

Mr. DOHERTY. That may be the answer.

Mr. OWENS. There was just one question brought out by that inquiry made by the gentleman from Indiana, Mr. Doherty.

I believe you did say before if you had to do it over again you would make the finding exactly as you did originally?

Mr. DOHERTY. In all probability, yes.

I will say this now for the record, although it is a little late, if we ever hand down another decision—and I pray to God Almighty that I do not have one of these jobs thrown in my lap again—but if it ever happens I will make certain that any decision I hand down will never find me crossing a “t” or dotting an “i” thereafter. That will be the decision, come what may.

Mr. OWENS. I think you have made that quite clear as to why you did that. But with respect to your slight innuendo about Public Law 101, I asked some questions of Mr. Johnston yesterday why they did not go to general counsel who might be able to take care of the situation, and he said he would have to leave that answer for the lawyers. We are waiting for the lawyers to explain that. Perhaps they will explain it.

Mr. KEARNS. These questions are submitted by Mr. Zorn:

"Is it not the fact that the so-called clarification was intended to take away from the IATSE set erection work which had been given it under the December 26, 1945, decision?"

Mr. DOHERTY. No; that is not a fact. We changed the original directive in section 8, which had to do with the erection of sets on stages and location, and used the word "assembly" as Mr. McCann pointed out yesterday. The basic objective was to find some happy medium, some basis of accommodation whereby those 350 carpenters could be put back to work.

That was our basic objective.

But to say we wanted to take away the set erection from the IATSE after we had given it to them, is not so.

Mr. KEARNS. You had no intention of that?

Mr. DOHERTY. No, sir; and we had no intention of displacing anyone in the motion-picture industry—carpenters, stagehands, or anyone else—in our original decision.

Mr. KEARNS. All right, the second question:

"Did not Mr. Hutcheson protest and refuse to accept the December 26, 1945, decision because it gave this set-erection work to the IATSE?"

Mr. DOHERTY. I believe that is a true statement, Mr. Chairman. He protested vociferously.

Mr. KEARNS. The third question:

"Did not the three-man committee at Miami unanimously refuse to change the decision on Mr. Hutcheson's protest?"

Mr. DOHERTY. There was no change made at the Miami meeting of the executive council, none whatsoever at that time. The change came at the subsequent meeting of the executive council held in Chicago in August of 1946.

Mr. KEARNS. Therefore, is it not true at Miami there was no question that the IATSE was given set erection and not set assemblage?

Mr. DOHERTY. I think that is a true statement.

Mr. KEARNS. No. 5:

"Is it not true, therefore, that the clarification was in fact a change in the original decision?"

Mr. DOHERTY. Apparently when we dotted an "i" or crossed a "t" it was a change in the original decision and the clarification did make some change.

Mr. KEARNS. Yes; it made some change.

No. 6: "Is it not a fact that Mr. Hutcheson is a member of the executive council and that Mr. Walsh is not?"

Mr. DOHERTY. I think that was brought out over and over again in Los Angeles. It is worth repeating and answering here.

Mr. KEARNS. These are Mr. Zorn's questions.

Mr. DOHERTY. Everyone knows that Mr. Hutcheson is the first member of the executive council of the American Federation of Labor, and that Mr. Walsh is not a member of the executive council.

Mr. KEARNS. These questions are submitted by Mr. Cobb, and I hope I have better luck in reading your writing.

Mr. COBB. All I ask is that the chairman please do not call on me to try to read it myself.

Mr. KEARNS. All right. The first question is this:

"In making your decision, did the committee intend to follow a division of work designated within the industry's pattern after previous agreements negotiated mutually in the various crafts, so-called, in the decision?"

Mr. DOHERTY. Well, whatever that means. I suppose it means we patterned our decision after agreements that had previously been entered into in the motion-picture industry; the answer is "Yes."

Mr. KEARNS. No. 2: "Did you and the committee base your decision supported by the contract of February 5, 1945, as cited in the directive?"

Mr. DOHERTY. Largely so, but not entirely on that 1926 agreement.

Mr. KEARNS. The answer there is partially?

Mr. DOHERTY. That is correct.

Mr. KEARNS. Three: "Did you use the language of that supposed agreement in February 5, 1945?"

Mr. DOHERTY. Largely.

Mr. KEARNS. No. 4: "Who gave you or the committee the supposed contract of February 5, 1945?"

Mr. DOHERTY. That was entered into the evidence, as I recall, Mr. Chairman, by several of the unions that came before us. I think the one that was photostated that we copied from was given to us by the International Brotherhood of Electrical Workers. That is my memory.

You know, Mr. Chairman, we set up a schedule of hearings of these various unions when we went there in December 1945. We heard on December 4 the painters and decorators in the morning, and in the afternoon we heard the electrical workers.

Wednesday morning we heard the plumbers and steamfitters; Wednesday afternoon the building service employees; Thursday morning, the machinists representatives; Thursday afternoon the carpenters; and on Friday, December 7, and Saturday afternoon, December 8, the IATSE.

We also visited, as you know, the Paramount Studios, so we had testimony given to us by all of those seven unions and those records are available to your committee since general counsel moved to confiscate those records while we were in Los Angeles. We do not have them back up until now.

Mr. KEARNS. You will have them back. There are a few more questions here, Mr. Cobb.

Did you and the committee intend to take work away from the carpenters and give it to the IATSE?

Mr. DOHERTY. I think I have repeated that over and over again. There was no intention on our part to take any job away from any man.

Mr. KEARNS. No. 3: Did you intend to deprive other carpenters, such as millwork men, of their work?

Mr. DOHERTY. We set up a definite line of demarcation in the directive and we expected it to be complied with, but we certainly did not expect that there would be hundreds of workers displaced in the motion-picture industry.

Mr. KEARNS. Was there anything in your original decision whereby millwork could be taken from carpenters and given to the IA?

Mr. DOHERTY. Trim and millwork?

Mr. KEARNS. Yes.

Mr. DOHERTY. Is that on sets and stages?

Mr. KEARNS. Yes.

Mr. DOHERTY. The trim and millwork was definitely given to the carpenters.

Mr. KEARNS. Yes; I remember reading that.

This question is from Mr. Levy:

Did you not know in Miami in January 1946 that the United Brotherhood of Carpenters and Joiners of America had claimed to have repudiated the so-called '26 agreement?

Mr. DOHERTY. I think that is a fair question, and I believe that is substantially true; that Mr. Hutcheson had then told us that the agreement was repudiated. I believe the local union officers were either expelled or put out of the union at that time—I am not sure.

Mr. KEARNS. Nevertheless, did you not refuse to reverse, modify, or clarify the December 26 decision?

Mr. DOHERTY. At Miami in '46?

Mr. KEARNS. Yes.

Mr. DOHERTY. We made no change whatsoever.

Mr. KEARNS. I think that answers that question.

Mr. Doherty, was the committee informed that the 1925 agreement had been in vogue and in effect from 1925 up to 1933?

Mr. DOHERTY. I do not recall that, Mr. Chairman—that anyone told us it was in full force and effect up until 1933, as was related here yesterday.

I do recall somewhere in that voluminous testimony in the records your committee has from our committee, that a number of agreements were mentioned by the various witnesses. There was a 1919 agreement, a 1920 agreement, and a 1926 agreement that we operated from, and there were later agreements. There were all sorts of agreements but they are just so many sheets of paper in the motion-picture industry.

Mr. KEARNS. I only have one more question to ask of you for clarification. Your committee was asked to settle jurisdictional lines out there after they could not agree themselves; is that right?

Mr. DOHERTY. That is a correct statement, Mr. Chairman.

Mr. KEARNS. As we went through the hearings in Los Angeles we found that the decision and the controversy settled down or leveled off on this question of set erection; that is, the disposition of that work to the carpenters or to the IATSE. Yet at the same time the testimony was it was never the intention of the committee to take any work away from the carpenters and give it to the IATSE. In other words, it was purely an interpretation of the three-man committee as to what set erection was and who it was to be done by.

Mr. DOHERTY. No one dictated that directive handed down by us on December 26, 1945. It was ours. We accept full responsibility, Mr. Chairman—the then three vice presidents of the A. F. of L.

We may not have done the right thing. We think we did, but no one dictated that directive.

Let me say, too, that we have not been implicated in any so-called collusion. There have been lots of meetings behind our backs. Perhaps it was just as well that we were not there.

I heard some meetings mentioned here again yesterday. At Los Angeles I heard about the Beverly Hills meeting, I believe it was.

It looks to me like Hollywood thrives on intrigue, but there were lots of meetings, Mr. Chairman, behind our backs that we knew nothing about.

Let me say very definitely for the record that our directive handed down on December 26, 1945—good, bad, or indifferent—was ours and no one else's.

Mr. KEARNS. That is all, Mr. Doherty.

Mr. DOHERTY. Thank you, Mr. Chairman. For the record let me say I came here yesterday voluntarily. I had no official invitation to come here and I am here in that role today. What I said in Los Angeles still goes. Your committee will have every possible cooperation from the three members of the A. F. of L. committee.

Thank you.

Mr. LEVY. I would just like to ask one question.

Mr. KEARNS. This is Mr. Levy's question:

Was not August 1946 clarification dictated by the executive council?

Mr. DOHERTY. The clarification itself, Mr. Chairman, clearly indicates, as I have previously stated this afternoon, that the clarification was handed down pursuant to the instructions of the executive council.

Mr. LEVY. No other questions.

Mr. KEARNS. Thank you, Mr. Doherty.

Now, Mr. Balaban, I will call you back. I apologize for the interruption.

TESTIMONY OF BARNEY BALABAN—Resumed

Mr. Balaban, yesterday when Mr. Rathvon was here, I believe the reason it took so long with Mr. Rathvon was to try to build up some information we needed for the record. I believe we can simplify that by getting more to the point on this. I talked with counsel about it and I believe the questions will be such that you can answer them more quickly.

Mr. BALABAN. I would like very much, Congressman. I would like to get out on the 5:55.

Mr. KEARNS. Yes; you will be on your way.

Mr. McCANN. Mr. Balaban, I believe you testified you were the president of Paramount Pictures.

Mr. BALABAN. Yes, sir; as well as an officer in a number of its subsidiaries and a member of the board of directors of the Motion Picture Producers Association.

Mr. McCANN. How long have you been president of Paramount?

Mr. BALABAN. Since July 1, 1936.

Mr. McCANN. Were you in New York at a meeting of the presidents of the Motion Picture Producers Association on September 12, 1946?

Mr. BALABAN. I attended a meeting on that date in the offices of the Motion Pictures Association. That was not a meeting of the board of directors of the Motion Pictures Association. That meeting took place on the preceding day, September 11.

Mr. McCANN. At the meeting of the directors of the Motion Pictures Association on September 11, was it pretty well attended by the presidents?

Mr. BALABAN. Yes; it was a rather full meeting.

Mr. McCANN. Were minutes taken of that meeting?

Mr. BALABAN. I feel quite certain minutes were taken of that meeting, as it is the practice of the association to take minutes of its meetings.

Mr. McCANN. For the purpose of the record, I think that on yesterday we requested the minutes of the meetings of the presidents. I now want to request the minutes of this meeting that you referred to which took place on the 11th. Do you know who the secretary of the committee is?

Mr. BALABAN. I believe Mr. Johnston testified—I was here earlier yesterday; I heard him testify—Governor Milliken was the secretary at that time. I understood he would provide those minutes.

Mr. McCANN. That is fine. I just wanted to make sure we were asking for those as well as for the minutes of the 12th. As I understand, they are two different organizations?

Mr. BALABAN. There was no organization meeting on the 12th, Mr. McCann. That was an emergency meeting called the night of the 11th, as I remember. It was merely a meeting of the presidents of the association, called in the office of the Motion Pictures Association. I am sure there were no minutes kept of that meeting. There is no secretary there to keep such records and I believe Mr. Johnston's statement was quite correct. I believe he may have been a little bit confused that one was a carry-over or continuation of the other meeting.

Mr. McCANN. Now, as I understand the meeting of the 11th discussed the problems that had arisen with respect to production in Hollywood as a result of the mandate issued by Mr. Walsh, and the clarification of the directive which had come out on the 16th of August; is that not true?

Mr. BALABAN. That meeting, to the best of my recollection, covered the general business of the association. Mr. Byron Price was on hand in New York on a trip from the coast and he made a report to the presidents on the situation in Hollywood. It was a sort of an up-to-the-minute report. It did not embrace, I believe, certain developments of the following day because that was something that took place at 4 o'clock coast time which would have been 7 or 8 o'clock our time.

Mr. McCANN. Was the report of Mr. Byron Price in writing?

Mr. BALABAN. I don't think so; I do not recall his reading it from a written preparation.

Mr. McCANN. Was his report transcribed by a reporter or secretary?

Mr. BALABAN. We had no reporters present and I do not believe the secretary would take it down and transcribe it.

Mr. McCANN. Could you give us at this time your recollection of the report by Mr. Byron Price to the committee on the 11th of September?

Mr. BALABAN. Frankly, I cannot; because I do not remember the details of that report to us. It was not a very clear report nor was it encouraging. I only have a general impression of his remarks and it lasted only a very few minutes.

Mr. McCANN. Could you give us a summary of the substance of his remarks?

Mr. BALABAN. No; I wish I could. I do not recall them.

Mr. McCANN. Did he advise you at that time of the probable effect of the clarification on the studios in Hollywood?

Mr. BALABAN. I would not remember. I doubt that he would have, because that was not a part of Mr. Price's function. He had just moved into the Hollywood picture a few months prior to that and I do not believe was qualified at that point by reason of the short time he was out there to express any definite opinions on a matter as complex as the one that you have heard described which had been going on for many years.

Mr. McCANN. I believe that Mr. Freeman, formerly of Georgia, was your representative on the producers labor committee in Hollywood; was he not?

Mr. BALABAN. Yes, sir.

Mr. McCANN. Did you receive a call from Mr. Freeman after the meeting of September 11, 1946, advising you of the developments in Hollywood on that day when Mr. Cambiano issued an ultimatum to the producers?

Mr. BALABAN. Mr. Freeman did call me; yes, sir.

Mr. McCANN. He called you after that meeting?

Mr. BALABAN. Some time in the evening.

Mr. McCANN. Did he advise you at that time in that conversation that Mr. Cambiano had issued an ultimatum to the effect that the industry would have to put into operation the terms of the clarification which had been received of the three-man committee's directive, or else the next morning after 6 or 6:30, whichever it was, there would be a refusal by the carpenters to work on sets which were declared "hot"?

Mr. BALABAN. That is substantially correct. The only difference is that the name was a new one to me until yesterday.

Mr. McCANN. You did not recall his name?

Mr. BALABAN. That is right.

Mr. McCANN. But you remember the conversation?

Mr. BALABAN. That is right.

Mr. McCANN. That same day, did the other presidents in New York, to your knowledge or from their reports to you, receive calls from their representatives in Hollywood telling them of the developments there?

Mr. BALABAN. That I do not know, but they were on hand the following morning, so they must have heard from their studio representatives.

Mr. McCANN. So on the morning of the 12th you held a meeting to decide what to do about it?

Mr. BALABAN. Yes, sir.

Mr. McCANN. Now do you recall at this time—and I do not want to press your memory—who were present at the meeting on the 12th?

Mr. BALABAN. Frankly, I do not recall. It was a full meeting. There may not have been quite as many present as on the day before.

Mr. McCANN. Who presided at that meeting?

Mr. BALABAN. I know we heard a great deal from Mr. Johnston at that meeting. Whether he presided or not, I do not recall.

Mr. McCANN. Mr. Johnston was present?

Mr. BALABAN. Yes, sir.

Mr. McCANN. You are referring to the meeting of the 12th?

Mr. BALABAN. Yes, sir.

Mr. McCANN. At that time do you recall the position which was taken by Mr. Johnston with respect to what action the producers should take in view of the demand by Mr. Walsh and the ultimatum by Mr. Cambiano?

Mr. BALABAN. Yes, sir.

Mr. McCANN. Will you tell us what he said?

Mr. BALABAN. It was his recommendation that we would not have peace in Hollywood until we closed the studios. There were some who agreed with him at that morning session.

Mr. McCANN. Do you recall who agreed with him?

Mr. BALABAN. I do not.

Mr. McCANN. Do you recall who led the opposition?

Mr. BALABAN. No, I think I agreed with him in the first place. That is the one I do recall. I recall taking a position along with Mr. Johnston.

Mr. McCANN. Then you changed your mind later?

Mr. BALABAN. Later in the day we called Mr. Mannix, I believe, and told him of the discussion. Mr. Mannix convinced us that we were wrong, that we ought to keep the studios open, giving us many reasons why we should; that is, his reasons.

Mr. McCANN. Did you know that it is reported—I do not say accurately or inaccurately—in the minutes which were kept of the meeting of the producers labor committee in Hollywood, that Mr. Mannix recommended that they should close?

Mr. BALABAN. That was not the fact, I am sure. We called Mr. Mannix. We stepped into another office, Mr. Johnston, myself, and I think Mr. Blumberg. I am not sure about Mr. Blumberg. There was a fourth man, and we called Mr. Mannix at his office at the studio. Some of us were on the side of closing along with Mr. Johnston.

Mr. McCANN. I am reading from what is purported to have been the meeting of the producers labor committee on September 11, 1946, in Hollywood. Next to the last line after Mr. Cambiano was in it said:

Mannix stated: "I am for closing."

Mr. BALABAN. That may have been his position on the 11th. It was not on the 12th, when Mr. Schenck spoke to him.

Mr. McCANN. Tell me again who was it that talked with Hollywood after your meeting on the 12th?

Mr. BALABAN. I believe Mr. Nicholas Schenck called Mr. Mannix with two or three other company representatives in the room with him.

Mr. McCANN. Are you sure it was Mr. Mannix or Mr. Kahane?

Mr. BALABAN. Mr. Mannix, I am quite sure.

Mr. McCANN. I am going to read to you from what purports to be the minutes of September 12 of the producers labor committee in Hollywood meeting. There are two or three paragraphs and I am going to ask you if this correctly states the position of the presidents in New York.

Mr. Kahane reported the recent conversations with the presidents and Eric Johnston—

Did Eric Johnston talk with Hollywood also?

Mr. BALABAN. I do not recall whether he was in the room at that time. I am quite certain that he had to leave to catch a plane, but whether he was present at that time I do not know.

Mr. McCANN. We will read it again:

Mr. Kahane reported the recent conversations with the presidents and Eric Johnston which contained the following recommendations: "Lay off carpenters if they refuse to perform the services to which they are assigned. Do not be in any hurry; take as much time as you can before crossing jurisdictional lines. Work with the IA to get a sufficient number of carpenters, electricians, painters, and so forth."

Do you recall giving those instructions to Hollywood?

Mr. BALABAN. I recall discussions as to how we might keep the studios operating a while longer until we used up those sets. I do not recall that anyone spoke to Mr. Kahane out of New York that day. Mr. Kahane is here and he can answer whether that message was given to him by someone in New York, or by Mr. Mannix.

Mr. McCANN. I fear Mr. Kahane has gone, has he not?

(No response.)

Mr. McCANN. I do not think it is material whether it was given to Mr. Kahane or to Mr. Mannix, since Mr. Kahane presided at these meetings. But did you make the statement I have read to Mr. Mannix or to Mr. Kahane?

Mr. BALABAN. I did not. If such a statement was made it represented the core of a discussion that took place between the presidents as to how we could keep the plants going. You do not take a step of this kind without trying to find out in which direction you are going.

Mr. McCANN. That is what I am trying to get at. Did that represent the views of the presidents there as presented either to Mr. Freeman, Mr. Kahane, or Mr. Mannix?

Mr. BALABAN. Not being very familiar with details of studio operation, I cannot recall part of a discussion, but I do recall one part of it, and that was to keep going as long as you can. The detail was to be worked out by men who know much more about that than I do.

Mr. McCANN. I am going to read another paragraph to you, and I will ask you whether you recall this and whether it conforms with the views expressed by the presidents at the meeting of the presidents in New York:

Kahane states: There are two courses to pursue. One, as the sets become hot and as men are laid off do not cross jurisdictional lines, doing nothing to cause a picket line to be established. Shoot until sets are exhausted and then close down; or

Two, attempt to keep open as we did on March 12, 1945. Call on IA to do the struck work and do the best we can. This would bring on picket lines and the accompanying strife.

Do you recall the substance of that having been given to Mr. Kahane?

Mr. BALABAN. I do not recall any discussion with Mr. Kahane nor do I recall any such discussion with Mr. Mannix. I know that we did discuss in New York keeping the studios open, shooting as long as you can.

Mr. McCANN. You remember shooting as long as you can?

Mr. BALABAN. Yes, sir.

Mr. McCANN. Now the next paragraph states:

It is apparently the opinion of the New York executives and Johnston to try the second course. If we try this course and call upon IA and they should fail to be able to keep us open, then the IA may attempt to get the federation to settle the matter or adjudicate the matter with the carpenters.

Do you remember that?

Mr. BALABAN. I do not remember that.

Mr. McCANN. Does it conform with your recollection of what did transpire?

Mr. BALABAN. It does not, because I have no recollection of that.

Mr. McCANN. You have no independent recollection?

Mr. BALABAN. No, sir.

Mr. McCANN. Do you recall whether or not any instructions were given by the presidents to the labor committee in Hollywood?

Mr. BALABAN. I do not recall any conversation with the labor committee except the one I referred to through Mr. Mannix.

Mr. McCANN. Will you tell us what was said?

Mr. BALABAN. The basis of that whole discussion was the question of whether we stay open or closed. We called Mr. Mannix more for the purpose of telling him how we felt about it, the divided opinion in New York. When we heard his reasons—whatever they were I do not recall the details; I was not on the phone—they seemed convincing if we went along his route; having had some experience closing down many, many years ago we knew it was an easy step to take and a very difficult one to correct.

You would no more than close down than you would worry about how you could get open. You are subject to all kinds of influences and you can never recover those losses.

Mr. McCANN. I only have one or two more questions to ask, sir. I want to ask you whether or not you were advised by Mr. Freeman or anyone else in Hollywood that the studios planned to create incidents on September 23 by assigning all the carpenters in the studios to work on sets which were hot, so that when they refused to work they could clear the carpenters out at one time?

Mr. BALABAN. I never heard of such a plan, Mr. McCann. I heard you mention the September 23 date earlier in the day. Mr. Freeman would not discuss a detail of that kind with me. He is a top officer of our company and has almost the same authority I have. He is located on the coast.

Mr. McCANN. In other words, he is able to speak personally on behalf of the company on a matter of this kind?

Mr. BALABAN. Yes, sir.

Mr. McCANN. And has authority from the board of directors of your company to exercise his best judgment under any emergency situation?

Mr. BALABAN. Not a written authority but we regard Mr. Freeman to be a man of great experience and highly qualified. No recommendation of his has ever been reversed by the board of directors nor myself. We take his recommendation and word at face value.

Mr. McCANN. We have a rather high opinion of Mr. Freeman, too.

I think that is all, Mr. Chairman.

Mr. KEARNS. Mr. Landis?

Mr. LANDIS. Mr. Balaban, would you care to comment on your management relations man? That was mentioned on the witness stand before and I thought you might care to comment.

Mr. BALABAN. Yes, sir, I am glad of the opportunity, sir. I heard what Mr. Doherty had to say. I respect his judgment. He seems a very, very able man.

You refer now to the efficiency experts, so-called?

Mr. LANDIS. Yes, sir.

Mr. BALABAN. I do not know what he means by the efficiency expert unless it is Mr. Casey's department. One of Mr. Freeman's many duties is the handling of labor negotiations and labor matters. He was for many years president of the producers' association. Directly under him, handling labor, was Mr. Charles Boren, in the room here, a very, very, able boy. We thought enough of him to give him the job of heading our labor activities on the coast.

I do not think it applies to Hollywood; I know it does not apply to our company. So far as these labor men stirring up any activity between the companies, there is so much of it on the upper level I do not think they have to. It is a very highly competitive business. It is a case of dog eats dog out there. I am surprised some of them are not scrapping in here. They have been in here for 2 days.

I am very proud of our own operation. I have worked with a number of the men. I have sat in some meetings with them. I think there were several meetings in New Jersey where Mr. Hutcheson presided some years ago. The basis agreement was discussed there. They are very able, really. They are not efficiency experts, they are just our labor-relations managers. Their job is to keep peace, and not to stir up any difficulty. I would not keep a man very long if he was not qualified to keep things on a fairly quiet level.

Mr. LANDIS. So far as you know, did not your organization follow the directive handed down by the three-man board?

Mr. BALABAN. I am sure they did; so far as I know they did. We had no other choice, sir. We were so advised by our counsel, Mr. Kehoe, general counsel for our company, who is in the room.

Mr. LANDIS. There was some doubt about acting on the clarification procedure, or do you recall what happened when the clarification came out months later?

Mr. BALABAN. There was some question at that time; yes, sir. I recall that Mr. Kehoe was present at such a meeting where we were advised there was no other course for us to pursue but to follow that directive.

If I am not mistaken, the men have a copy of a brief that one of the lawyers prepared on that score. I do not know whose brief it was. We were guided by that legal opinion.

Mr. LANDIS. That is all.

Mr. OWENS. Mr. Balaban, to get right to the heart of the questions that Mr. McCann was asking, did you have a contract with these various unions, including the carpenters?

Mr. BALABAN. I presume there were contracts, Congressman, but I do not know. We do not handle those in the home office.

Mr. OWENS. Do you know what day of the year you have those contracts?

Mr. BALABAN. No, sir; because the few times I have sat in labor negotiations with the unions comprising the basic agreement, it was always months before or months after some dead line. I think it was months after because I know there were checks always going through for retroactive adjustments. I do not recall the date.

Mr. OWENS. For instance, when you had your meeting in September did you have running contracts with the various unions at that time?

Mr. BALABAN. I wish I could answer that question. I do not know, sir.

Mr. OWENS. Or do you know whether or not the directive which was arranged by all of the unions was to supersede any existing contracts?

Mr. BALABAN. That is a technical question. I am not familiar with it and am not qualified to answer that, sir. Mr. Freeman for our company could.

Mr. OWENS. We will wait for Mr. Freeman on that because it appears to me it would be difficult for you to be answering these questions if you did not know these facts.

Mr. BALABAN. I do not know that, sir. I doubt if any of the presidents in New York—possibly one or two—are familiar with that.

Mr. OWENS. It is good they have assistants, is it not?

Mr. BALABAN. Yes, sir.

Mr. KEARNS. Mr. Smith?

Mr. SMITH. No questions.

Mr. KEARNS. Mr. Balaban, I note you agreed originally with Mr. Johnston that the studios should have been closed down, then you changed your mind about it, is that correct?

Mr. BALABAN. Yes, sir.

Mr. KEARNS. Were you in favor at that time of appointing an arbitrator to make the adjustments out there?

Mr. BALABAN. Would you repeat that, sir?

Mr. KEARNS. Were you in favor of appointing an arbitrator to make the adjustments out there in the labor dispute?

Mr. BALABAN. I do not think that question was ever discussed by us in New York.

Mr. KEARNS. You knew it was considered on the coast at one time by the industry?

Mr. BALABAN. I would not know that, sir.

Mr. KEARNS. The industry agreed to pay the arbitrator?

Mr. BALABAN. I do not.

Mr. KEARNS. You feel that Mr. Hutcheson has been unfair to the industry on the stand he has taken regarding this?

Mr. BALABAN. From all I have heard and read in the last few days we do feel that he has been unfair, and I am surprised, because we have always had a high regard for Mr. Hutcheson. We have negotiated with him over the years under the basic agreement and have had no trouble at all. We were very much surprised when early in 1945 we were unable to come to an understanding with him on the jurisdictional questions.

It is not the man that I knew for many years.

Mr. KEARNS. To the best of your knowledge none of the other presidents of the producers agreed with any union to keep the studios open, regardless of the pending strike or the pending lay-off of the carpenters?

Mr. BALABAN. We had no contact with any other union, Congressman.

Mr. KEARNS. You had no agreement?

Mr. BALABAN. We had no agreement or contact with them here at all. We did meet Mr. Walsh once or twice in the 2 or 3 years on this matter.

Mr. KEARNS. All I am asking is there was no meeting of the presidents where they made any such decision?

Mr. BALABAN. To make what decision?

Mr. KEARNS. To try to keep the studios open by working with one particular union?

Mr. BALABAN. In September 1945 there was a grave question as to whether we could keep our studios operating. We said we would try. We were told upon inquiry of Mr. Walsh—at least this was reported to me—that it was a difficult thing to find men. Once we had given the striking carpenters every opportunity to return to work and upon their failing to return they were dismissed, then he would do the best he could to find men for us.

Mr. KEARNS. The point I want you to answer is: You left that with the labor committee on the west coast rather than for the presidents to make the decision?

Mr. BALABAN. The only decisions the presidents were called upon to make were decisions of policy, shall we open, shall we close.

Mr. KEARNS. The detail of how you did that was left to the labor committee?

Mr. BALABAN. Entirely so.

Mr. KEARNS. Do you agree with Mr. Johnston that there should be legislation to deal with jurisdictional disputes of this type?

Mr. BALABAN. Well, sir, I have not had very much contact with labor in the last 10 years. But for the 25 years preceding I had a great deal of difficulty in jurisdictional arguments. The Congressman from Chicago will know some of the theaters we built out there and how we took care of it. Frankly I gave up many years ago of settling the jurisdictional question and I am not qualified to express myself on that point. What Mr. Johnston said yesterday seems to make sense. I believe basically the workingman does not want these break-downs, these uncertainties that he has to live under. I know a great many of them myself and I think most American workingmen would welcome any program. If it takes legislation then, by God, let it be legislation to do it. I think that is the only way you can do it.

If labor cannot do it itself, as evidenced in the hearings here in the last 2 days, how is it going to be done? Certainly industry cannot do it. It is up to people in the highest places to create conditions which would make for a happier situation for the working people.

Mr. KEARNS. Do you have any questions, Counsel?

Mr. McCANN. Yes, I have, sir. Mr. Balban, did you attend the Easter meeting of the presidents in New York City while the carpenters and other representatives of the CSU were not working, following the September 1946 incident?

Mr. BALABAN. Yes, sir; I did, Mr. McCann.

Mr. McCANN. Tell us what that conference was about.

Mr. BALABAN. We were faced with some very difficult demands on the part of the writers, I believe it was, the authors or the writers. They made demands that struck at the very core of our business. It was the actors. It involved the question of reissues. There were many, many things that we just could not concede.

The labor group from the coast flew here on that day for the purpose of discussing that subject with us.

Mr. McCANN. At that time did they not discuss with you the question of their contract with the carpenters?

Mr. BALABAN. Later in the afternoon, we had about concluded our own discussion, when Mr. Boren, who was then heading the labor

committee on the coast, said that they had been discussing this matter on the coast; that there had been an abatement of violence on the coast and they thought the time was appropriate to reopen discussions with the carpenters. He had a series of recommendations or conditions to make. He read those. I do not recall now what they were. He is here and can answer that.

At that time I believe Mr. Walsh's union had asked that we negotiate with them. Our committee broke up. One small group left the room to contact Mr. Walsh and to notify him that we had approved the recommendation presented to us by the labor committee through Mr. Boren and that we are going to negotiate with the carpenters and not Mr. Walsh's group.

Mr. McCANN. And not what?

Mr. BALABAN. And not Mr. Walsh's men or union.

Mr. McCANN. I have some questions from Mr. Bodle to ask you. He represents the painters.

Did you know that the checks to pay off the painters and carpenters discharged in the mass discharge of September 23, 1946, were made out a day in advance on September 22, 1946?

Mr. BALABAN. I would have no way of knowing that.

Mr. McCANN. If so, did you approve this policy in advance? You had no knowledge of it, you say.

Mr. BALABAN. That is right.

Mr. McCANN. Did you know that representatives of the IATSE sat at the meetings of the producers' labor committee and that the plans for the mass discharge of September 23, 1946, were worked out with them?

Mr. BALABAN. Never heard it, sir.

Mr. McCANN. When Paramount had machinists in April 1946 not belonging to the IAM, did you know that this was in violation of the directive of December 26, 1945, handed down by the three-man committee?

Mr. BALABAN. I am not familiar with the machinists matter which I heard referred to yesterday.

Mr. McCANN. These questions are by Mr. Cobb:

Did the New York executives authorize the company offices in Hollywood to take the action of September 1946 in dismissing the carpenters, and in giving their work, including millwork, to the IATSE?

Mr. BALABAN. We were acquainted with what took place at that meeting.

Mr. McCANN. And you approved that action?

Mr. BALABAN. I would have to refer to whatever memorandum I could find. I must have approved it because if that took place—I approved of what was done out there. I may not have approved it at that time.

Mr. McCANN. You approved what was done?

Mr. BALABAN. Yes, sir.

Mr. McCANN. A question by Mr. Levy.

Mr. LEVY. I will withdraw that at this point.

Mr. McCANN. That is all.

Mr. OWENS. Mr. Chairman, I have one question. You mentioned something before, Mr. Balaban, about agreeing with Mr. Johnston. I was questioning him yesterday on that. I do not know whether or not you got the full significance of it. He was talking about having a

paid arbitrator. He did not want to have any law which would place the terms in a contract, but merely to interpret the terms.

But we would either have to have a direct law saying what would have to be in the contract, or a law saying that the contract would be interpreted to have a provision that these contracts had to be arbitrated and that the arbitration would be binding, thereby taking jurisdiction away from the courts. Do you understand that?

Mr. BALABAN. I did not follow him too closely but I am so hungry for anyone who can come up with a recommendation to solve this question I will approve anything that makes sense. That seems to make sense. That was my reason.

Mr. OWENS. Here you had an arbitration board of three, not of one; not a paid man, an arbitration board of three, and still it has not succeeded, has it?

Mr. BALABAN. No; it has not.

Mr. OWENS. And you have not in the meantime made any endeavor to utilize what we gave you in Public Law 101, which went into effect last August 22?

Mr. BALABAN. No; we have not. I believe those contracts were in effect prior to the time the law went into effect.

Mr. OWENS. You mean you renewed them just before the law went into effect with all the ills that carried along with them? I am still waiting for your attorneys to explain that.

Mr. BALABAN. They are here, sir.

Mr. KEARNS. Do you have any more questions?

Mr. McCANN. One more question, sir. This is a question by Mr. Cobb, Mr. Balaban:

Have you copies of the recommendations made by Mr. Boren regarding renewing negotiations with the carpenters in 1947?

Mr. BALABAN. I have not. I asked Mr. Boren yesterday if he had a copy of those recommendations or the conditions and he said he did not. He is here and can probably tell you what they were, sir.

Mr. McCANN. That is all, sir.

Mr. KEARNS. Mr. Balaban, I want to thank you in behalf of the committee for your appearance and the contribution you have made with your testimony.

Mr. BALABAN. I appreciate your courtesy very much, sir.

Mr. McCANN. May we excuse Mr. Balaban now?

Mr. KEARNS. He is finished. Mr. Freeman.

TESTIMONY OF YOUNG FRANK FREEMAN, VICE PRESIDENT, PARAMOUNT PICTURES, INC., HOLLYWOOD, CALIF.—Recalled

Mr. KEARNS. Mr. Freeman, I have called you here for my own reasons, because I am perfectly satisfied on the thorough testimony you gave on the west coast. We rested your side of the case there because it was full in every degree.

However, for the benefit of the committee, inasmuch as you are in the room and were an administrative officer for Paramount, in view of the questions Mr. Owens asked here I thought it would be fine if you could clarify his mind as to questions he asked, so I am going to let Mr. Owens question you on the matters he was discussing with Mr. Balaban.

Mr. FREEMAN. Any question I can answer, Mr. Kearns, I would be glad to.

Mr. OWENS. The point I was trying to bring out, Mr. Freeman, was whether in September 1946 at the time Mr. McCann was inquiring about when certain steps were taken, whether or not you had any contract in force with the various unions?

Mr. FREEMAN. There had been contracts in force in the early part of 1945. When the carpenters and others struck the question of whether those contracts were then violated or whether they were still in existence, and all the problems surrounding them, were legal matters, something that we as practical men could not find the time to pass upon. We had to take the advice of the lawyers. We have always let it rest there that they would have to answer that question.

Mr. OWENS. I am for that, that part is all right.

Mr. FREEMAN. I frankly could not answer the question as to whether there was a contract existing in written form or not. They were operating under the wage scales and the conditions of the contract.

Mr. OWENS. You had conditions there, too?

Mr. FREEMAN. Working conditions, hours, overtime, and all those things.

Mr. OWENS. Rather than a written contract?

Mr. FREEMAN. So far as I know, at that time there was not any written contract renewed.

Mr. OWENS. In any event, when the arrangement was made for the arbitrators to be appointed in October 1945 that was definitely to take the place of all existing contracts, is that correct?

Mr. FREEMAN. And to set up a new line of jurisdiction to solve it all so that we could then and there forever and ever make contracts to prevent the work stoppage, the walkouts, and the threats that if you don't do this we will quit in the morning, or whether the man who cleaned the pots was a painter, laborer, or any of those things. I mean it was just impossible.

Mr. OWENS. Then every one of those unions was a party to the agreement, were they not?

Mr. FREEMAN. Yes, October of—

Mr. OWENS. 1945.

Mr. FREEMAN. The Cincinnati agreement, you mean?

Mr. OWENS. It is apparent that in January 1946 even the carpenters recognized their obligation under that agreement by objecting to certain phases of it and saying they wanted it changed, is that correct?

Mr. FREEMAN. After the decision was handed down on December 26 we received notice that the carpenters would not accept it, they would not abide by it.

Later on we were told that Mr. Hutcheson had told his local union out there they could do as they pleased. If they wanted to go on they could and if they did not they need not do it. He was not going to tell them what to do.

Mr. OWENS. But then he was not abiding by the agreement?

Mr. FREEMAN. We never understood that he abided by the agreement from the time it was made.

Mr. OWENS. Then in August 1946, when the so-called clarification was handed down by the executive council, you were not in accord with that at all, were you?

Mr. FREEMAN. I certainly was not.

Mr. OWENS. You took steps definitely—and I am stating it as I see the picture so far—to protect yourself in order to keep open and you were determined that you would keep open; is that correct?

Mr. FREEMAN. Congressman Owens, Mr. Eric Johnston, representing the Paramount Studio and others, had made a contract and agreement he had bound us to abide by. I would have gone through with that agreement or been thrown out of the studio and not been out there any longer. I would not have changed it had the lawyers advised us to do it.

Mr. OWENS. I admire you for that.

Mr. FREEMAN. There was a contract and agreement made. It was entered into in good faith in Cincinnati. We were advised it was a contract. We were advised that we were obligated. There was never a question in my mind at any point under any conditions, insofar as I personally was concerned, of violating that contract.

Mr. OWENS. You definitely decided that the men who were not going along and were causing difficulty were going to be discharged and you discharged them; is that correct?

Mr. FREEMAN. Yes, sir; and I would have done anything in my power that I could have done after having to decide to operate the studios and keep them open, anything that I felt right in doing and was capable of doing.

Mr. OWENS. So to face that issue right here, you were relying upon the arbitration directive handed down which the carpenters refused to go along with, and you stayed open and discharged those who were not doing their duty to go along with you; is that correct?

Mr. FREEMAN. That is correct, sir. We told them if they did not do the work under the contract and agreement and did not perform the work that they were honor bound to do, we had no other work for them to do.

Mr. OWENS. I guess that is right straight from the shoulder; is it not?

Mr. FREEMAN. That is the way I felt about it.

Mr. LANDIS. I would like to ask a question. Under the present contract you have a closed-shop contract with what group?

Mr. FREEMAN. We have closed-shop contracts with most of the unions that are working in the studios today. There might be one or two who are not. For instance, if you call the Directors Guild a union, that is not a closed-shop contract, but most of the craft unions are closed-shop contracts.

Mr. LANDIS. I was referring to the group that took the carpenters' place. Is not that a closed-shop contract?

Mr. FREEMAN. No, I am not sure that is a closed-shop contract at this time.

Mr. LANDIS. I would like to have a little more information, if you can give it to me, on the checks that were written out for September 23 to the carpenters and painters, and if that included the mill, maintenance and also the set carpenters and painters?

Mr. FREEMAN. I am sorry, but I do not recall the practice which he refers to that the checks were all written out the day before the carpenters were assigned to the work and were already made out for them. I do not recall that, although it may have been done.

Mr. LANDIS. The point I want to get clear in my mind with which I am not familiar, is that the main controversy was over the set carpenters, the carpenters who worked on the sets, and that the main carpenters and the mill carpenters were ready to continue their work; is that correct?

Mr. FREEMAN. We never had any contract with the carpenters which specified that certain men and only certain men could do millwork and others could do set work, as I understand it. We had a contract with the carpenters' union to furnish us carpenters. We were within our own rights—the few that were left us as employers—to assign certain men to mill and certain men to erect sets. We did not have any contract which prevented us from taking a man out of the mill and sending him to erect sets or doing other work. There was no such contract in force.

You could only go to the carpenters' union to get carpenters. You could go no other place. I would think if we did not have any sets to work we could switch men about as a matter of practice. If a man became more proficient in the mill, more experience in the mill, was a better man there, it was good business to leave him there.

If he was more efficient in set erection, a better man on that work it was good business to leave him there. Perhaps through the years the custom came up where they said certain men worked in the mill and certain men on the set.

Mr. LANDIS. Their refusal was to work on the set, is not that right?

Mr. FREEMAN. At the time the statement was made, the ultimatum handed to us on the night of September 11, the statement was that no carpenters thereafter, starting at 6 o'clock the next morning, would work on sets that had been erected by set erectors; no carpenters would work. Now the carpenters who that night had been assigned to that work later refused. We told them we had nothing for them to do. We had other carpenters. We asked those carpenters if they would go and do it. They refused. They were told we had no other work for them to do.

Mr. LANDIS. The one carpenter I happened to have contact with said he was given his check and never had a chance to work; that he was out. There was nothing said about the set. I just wanted to make that point clear.

I realize that jurisdictional disputes are wrong. They put the employer in the middle. He does not have much to say about jurisdictional disputes. We tried to rectify that in the Taft-Hartley law. We give them 10 days to settle a dispute and if it is not settled within 10 days then the National Labor Relations Board settles it for them.

Of course we thought at the time we passed the Taft-Hartley Act that was a whole lot better than we have had in the past, so if we were getting something better to stop jurisdictional disputes this committee would be glad to get it.

So if we can get something out of this committee to find a way to settle jurisdictional disputes by law or any other way, I think this committee will have accomplished something. I want to thank you, Mr. Freeman, for your testimony.

Mr. KEARNS. Do you have a question from counsel?

Mr. McCANN. Yes, sir.

Mr. Reporter, first of all I would like for you to make a note that the gentleman who is testifying at this time is Mr. Young Frank

Freeman, vice president, Paramount Pictures, Inc., Beverly Hills, Calif., so there will be something to indicate that in the record.

Mr. FREEMAN. I am glad you recognized me, Mr. McCann.

Mr. McCANN. The questions I want to ask now are from Mr. Cobb.

Did you understand the December 26, 1946, decision to be a collective-bargaining agreement to cover hours, wages, and working conditions?

Mr. ZORN. Mr. Chairman, that is a legal question involved in a lawsuit and I submit the witness should not be required to answer that.

Mr. KEARNS. I sustain the objection.

Mr. McCANN. Did you understand the December 26, 1946, decision to be an employment contract between the companies and the carpenters?

Mr. ZORN. Same objection, sir.

Mr. KEARNS. No; I will let that be answered.

Mr. LEVY. There is no December 26, 1946, contract.

Mr. McCANN. Mr. Chairman, I am asking these questions of a very intelligent witness. I wish that the objections would be discontinued. If the Chair wants to overrule any of these questions or if the witness feels he is not qualified to answer them I have no objection, but I think it is contrary to the procedure that has been established for a long time and I do not want it varied.

Mr. KEARNS. The witness has the right to say whether or not it is a legal question or whether he is competent to answer.

Mr. LEVY. I thought I was helping Mr. McCann by pointing out that there was no December 26, 1946, agreement, so don't jump at me.

Mr. KEARNS. We are not jumping at you.

Mr. LEVY. I did not say you were. Mr. McCann told me not to make objections.

Mr. LANDIS. Mr. Chairman, I think counsel should ask the question and he may either answer or refuse to answer.

Mr. FREEMAN. I did not understand the question.

Mr. McCANN. I will read the question again. Did you understand the December 26, 1946, decision to be an employment contract between the companies and the carpenters?

Mr. FREEMAN. I understood the December 26 directive, which is the directive of the three-man committee that I suppose you are referring to—is that it?

Mr. McCANN. That is right, sir.

Mr. FREEMAN. Was a directive as to the division of work in the studios? The contract then in existence between the carpenters and the others were that the future division of the work was to be applied as to the different unions according to that directive.

Mr. McCANN. Did you understand that the July 2, 1946, Beverly Hills agreement to cover working conditions, wages, and hours of carpenters?

Mr. FREEMAN. The meeting at Beverly Hills at which all of the unions and guilds, representatives of labor, were present, was an agreement upon a wage scale for a 2-year period, retroactive to January 1, 1946. That was a 25-percent increase, as I remember it, upon the base wage then existing, with the further provision that Mr. Kahane explained this morning that on the cost of living they could reopen on January 1 if it exceeded 5 percent between July and January of 1946.

Also at that time there was a discussion about working out a plan of arbitrating these matters, trying to find a method and a manner, the unions themselves, to work it out, that is, as to the way arbitration should be set up in the industry. That was never worked out. At that time there were no further provisions as to the contracts made, as I recall it.

Mr. McCANN. Did you understand the July 2, 1946, Beverly Hills agreement to be a contract for 2 years?

Mr. FREEMAN. The wage scale and all that was established was based upon a 2-year period. I have just explained that. It was really at that point a wage scale for an 18 months' period, because 6 months of it had expired, although it was still retroactive. It would still run only 18 months from July 2. That was to pay the wages and give conditions under which the unions and crafts were working during that period of time.

Mr. McCANN. The next question: Did you understand the July 2, 1946, Beverly Hills agreement to be an employment contract to the carpenters from July 3, 1946?

Mr. FREEMAN. I do not think I quite understand the question.

Mr. McCANN. I will read it again, sir.

Did you understand the July 2, 1946, Beverly Hills agreement to be an employment of the carpenters from July 3, 1946?

Mr. FREEMAN. No; I understood it was a continuance of the carpenters' contract, to be a continuation of the conditions and all that they worked under and had been working under.

Mr. KEARNS. It was not a new contract?

Mr. FREEMAN. We did not make a new contract at that time.

Mr. McCANN. You were present and were one of those who entered into this agreement at Beverly Hills, were you not?

Mr. FREEMAN. Yes, sir.

Mr. McCANN. Another question is proposed by Mr. Bodle. There are three of them.

Mr. Boren testified in Los Angeles that checks for carpenters and painters were prepared the day before September 23, 1946, the date of the mass discharge. You do not dispute this testimony, do you?

Mr. FREEMAN. You say Mr. Boren testified to that effect?

Mr. McCANN. That is what the question says, sir.

Mr. FREEMAN. I say to you if Mr. Boren testified to that effect and he so stated, I accept his statement 100 percent.

Mr. McCANN. If you were interested in keeping the studios open and work under way as long as possible, was it not in your interest to keep the painters and carpenters at work as long as possible, particularly those employed in the mill and not on the sets?

Mr. FREEMAN. What date are you talking about?

Mr. McCANN. I assume he is talking about September 1946.

Mr. FREEMAN. Shall I answer the question based on that assumption?

Mr. McCANN. Yes.

Mr. FREEMAN. I think Mr. Kahane made a very detailed explanation of that in his testimony this morning, and I will make the same statement that he made. I made it in Hollywood. We face a situation where with the intense feeling that existed in Hollywood between men and women, to the point where the lives of people were

in danger, where sabotage and all other things that can take place where there is a problem of conflict between unions—Mr. Kahane said we decided our best interest was to protect our property, to keep our studios all open, and based upon that and other things we decided that was the best plan to follow.

Mr. McCANN. Mr. Chairman, the third question has been withdrawn by Mr. Bodle, and that completes his questions.

Mr. COBB. I have one other question.

Mr. McCANN. Two other questions by Mr. Cobb.

Were you present at the labor committee meeting of September 16, 1946?

Mr. FREEMAN. Mr. McCann, I told you a little while ago I cannot remember dates. If you have the minutes which show that I was there then I was there.

Mr. McCANN. The minutes show you were present.

Mr. FREEMAN. Then I was. You and I disagree. I call them notes and you call them minutes.

Mr. McCANN. Was it then agreed as stated in the minutes, to say to the State unemployment authorities that the employees left their work on account of a trade dispute?

Mr. FREEMAN. I do not recall.

Mr. McCANN. Do you recall that being discussed?

Mr. FREEMAN. I do not, sir.

Mr. McCANN. You have no independent recollection at all of the action taken by the labor committee with respect to unemployment insurance?

Mr. FREEMAN. I do not, Mr. McCann.

Mr. McCANN. There is no use in asking your last question, then Mr. Cobb.

That is all, Mr. Chairman.

Mr. KEARNS. Mr. Freeman, for your benefit, when you refer to the notes, Mr. Benjamin, one of the attorneys for the industry, on the witness stand called them minutes. I recall very plainly telling him for the record we would rather refer to them as notes also.

That is all, sir.

Mr. FREEMAN. Will you want me here?

Mr. KEARNS. As long as you leave Mr. Boren here.

Mr. FREEMAN. He will be here, sir.

Mr. KEARNS. Mr. Michel.

(Mr. Michel was duly sworn as a witness.)

TESTIMONY OF WILLIAM C. MICHEL, EXECUTIVE VICE PRESIDENT, TWENTIETH CENTURY-FOX FILM CORP., NEW YORK, N. Y.

Mr. KEARNS. Will you have a seat?

Counsel will identify the witness.

Mr. McCANN. Mr. Michel, will you state your name, your address, and your telephone number?

Mr. MICHEL. My name is William C. Michel, M-i-c-h-e-l, no "a" in it. I live at 239 Central Park West, New York City. My telephone number there is Trafalgar 7-8785. My telephone number in New York, business address, is Columbus 5-3320.

Mr. McCANN. What position do you hold in the moving-picture industry?

Mr. MICHEL. I am executive vice president of Twentieth Century Fox.

Mr. McCANN. Who is the president of that organization?

Mr. MICHEL. Mr. Spyros P. Skouras.

Mr. McCANN. Will you state where Mr. Spyros Skouras is today?

Mr. MICHEL. In New York.

Mr. McCANN. I want to make this a matter of record, Mr. Chairman, that Mr. Skouras promised to be here today. Our friend, Mr. Jack Bryson, said he would be here today. Mr. Michel is going to explain why he is not here. Will you proceed to do that?

Mr. MICHEL. I will proceed to do that.

Back in 1932, Mr. Sidney R. Kent was president of Twentieth Century-Fox, which was then Fox Film Corp. He was handling all the labor negotiations in connection with the corporation.

From 1933 on I always accompanied him on all these negotiations. In 1942 he died. In 1942—

Mr. McCANN. Just a moment, did I understand you to say you accompanied him after 1933?

Mr. MICHEL. On to 1942.

Mr. McCANN. Excuse me. I thought you were putting his death before that. That was not intended to be facetious.

Mr. MICHEL. He is a fine man, a man that I respect highly.

In 1942, I think in April, Mr. Skouras was elected president of the company. Naturally, when any labor matters came up he said to me, using my nickname in the industry, "Mike, you better carry on with all this labor stuff, I don't know anything about it."

So since then I have been carrying on. Therefore, what Mr. Skouras may have to offer I do not know, because I assure you whatever action has been taken by our company, has been at the instance and on the policies that I myself laid down.

Mr. McCANN. And you are the policy man for labor?

Mr. MICHEL. That is correct.

Mr. McCANN. For Twentieth Century-Fox?

Mr. MICHEL. That is correct.

Mr. McCANN. Will you tell us what you recall about the meeting of September 11, 1946, in New York City?

Mr. MICHEL. On September 11, I was called to a meeting. Mr. Skouras was in Europe. We were informed of the jurisdictional difficulties which we were having.

Mr. Eric Johnston sat there and stated that the best thing to do probably was close the studio. I resented that, and I fought it tooth and nail, for the simple reason that our company was in no position to close its studios. We had no product in New York. We had a lot of product in process.

I further stated to him it was very simple—without being facetious, however—for him to state we should close the studios. It was no skin off his rear end. That is just what I said. Of course, I did not mean to say that to him in a way that was nasty, but I had a proposition to protect, and I was going to protect it. I fought all day long to protect it.

My vote from the start was "keep open," and we kept open. That is my story.

Mr. McCANN. Was that the meeting on the 11th, or are you talking about the meeting on the 12th?

Mr. MICHEL. That may have been the 12th.

Mr. McCANN. Did you communicate with your representative in Hollywood and so advise that representative of your determination?

Mr. MICHEL. I think if I remember correctly, the night before that meeting Mr. Fred Meyer, who was our studio representative on labor, called me up and told me of these difficulties. Mr. Cambiano's name was mentioned. I never heard of the gentleman before, frankly.

Mr. McCANN. Mr. Meyer told you Mr. Cambiano had issued an ultimatum to the producers that beginning the next morning at approximately 6 o'clock all sets would be declared "hot" on which carpenters were not employed?

Mr. MICHEL. That is right.

Mr. McCANN. And did Mr. Meyer ask you for instructions as to what he should do?

Mr. MICHEL. I told Mr. Meyer—

Mr. McCANN. Answer that first. Did he ask you for instructions as to what he should do?

Mr. MICHEL. He did; yes.

Mr. McCANN. Did you give him directions?

Mr. MICHEL. Not right at that moment. I told him I wanted to think the thing over.

Mr. McCANN. Did you after the meeting, which you have here discussed, issue instructions to Mr. Meyer as to what he should do?

Mr. MICHEL. I called up Mr. Meyer and told him we had decided what the thing was all about, and that we had decided we were going to keep open; that he was the representative out there and that I expected him to do everything in his power to keep open. I told him further to keep in close touch with our attorney Al Wright, so that he would do nothing which would cause us any difficulty.

Mr. McCANN. You told him that after the meeting you are discussing in New York City where Mr. Johnston wanted to close, and where you and some of the other presidents outvoted him?

Mr. MICHEL. That is right.

Mr. McCANN. And decided to keep open?

Mr. MICHEL. That is right.

Mr. McCANN. How frequently in the course of the strike which had been going on from 1945 through this incident, say, in September—and I know, of course, they went back to work there, according to the directive in December, but I am trying to cover that whole period—how often did Mr. Meyer call you to get instructions as to what should be done by your studios?

Mr. MICHEL. Right after that situation, I think it was the end of September or the first of October of that year I made a trip to the studio. I was going to visit all of our studios at the same time. I talked the matter over out there with Fred. We were having a lot of difficulty, but we were operating. It was costing us plenty of money, I assure you.

Mr. McCANN. Was that in October 1946?

Mr. MICHEL. That is right.

Mr. McCANN. You kept in constant touch with him as your labor relations expert out there and directed him throughout all of these negotiations?

Mr. MICHEL. I did, and I further told him, as you know we have a Mr. Zanuck and a Mr. Schenck out there, very high paid executives and qualified men. I told him to keep in touch with them so that they knew what was going to happen in their studios in order that they could arrange accordingly.

Mr. McCANN. Well, for your information the record is replete with averments by Mr. Meyer to the effect that he acted solely on his own authority and after consulting his counsel.

Mr. MICHEL. That is what he may say. I don't know, I am not responsible for that.

Mr. McCANN. I believe the record, Mr. Chairman, will sustain that statement, that Mr. Meyer was the only man in Hollywood who said he acted on his own authority.

Mr. MICHEL. Well, he did. I am glad to see he has a lot of nerve. We will have to raise his salary.

Mr. McCANN. Mr. Michel, I want to thank you for the statement that you did give him instructions as to what he should do there after that meeting.

Now, will you tell us whether or not on September 12 you or others of your presidents informed the group in Hollywood, the labor committee, that they were to cooperate with the IA in keeping the studio open?

Mr. MICHEL. I did not use any of those words.

Mr. McCANN. What did you say?

Mr. MICHEL. I told them we were to operate the best we could, and we could not afford to close the studios. If you want me to give you some financial figures of what it would mean to close the studios, I could do that.

Mr. McCANN. My friend, we have had those figures in numerous places.

Mr. MICHEL. Then dismiss it. I know we could have lasted about 4 weeks, and we would have been out the window.

Mr. McCANN. Mr. Chairman, I think with this testimony that is all I have to ask of him at this time.

Mr. LANDIS. Mr. Michel, this may not be a fair question. You can answer it or not answer it. You have had a good deal of experience in labor relations.

Mr. MICHEL. I have been in the motion-picture business for 34 years.

Mr. LANDIS. Are labor relations any worse in California than they are in any other locality?

Mr. MICHEL. We have a lot of trouble in New York, too. We don't like trouble. Trouble costs us money. I can't understand why people don't understand that. Trouble costs us money. I spend a lot of time, and I got high blood pressure just on account of labor, I assure you. My doctor said I should quit. They'll kill you, he says, they'll kill you. You are going to blow off one of these days and be gone. There's labor that's done it. I used to be a laborer myself, but I didn't make all this trouble.

Mr. LANDIS. One more question. We passed the Taft-Hartley law and there is a section in there that is intended to handle jurisdictional

disputes. I wonder why, if the lawyers have the reason, that you haven't tried that section of our Taft-Hartley law.

Mr. MICHEL. From what I understand, our lawyers have been studying the matter. I have not yet gotten a real answer one way or the other. We have a lot of lawyers. I assure you I don't walk down the street without lawyers. I have never found people who mix me up more than lawyers. I say that with all respect to them. You can't live with them, and you can't live without them. That means Mr. Levy, too. I had a lot of trouble with him.

Mr. LANDIS. The point I am trying to make is that just because it is a closed-shop contract is no reason why you should wait from last August to next August to stop a jurisdictional dispute.

Mr. MICHEL. We are very human people. I don't know whether you know that. We are in the show business. Show people are most human people. We don't want to hurt anybody. Sorrell, I would have a fight with him, yet I would not hurt him. I mean, I just had several arguments with the boy; look at the size of him. I am not afraid of him, you know. But I mean, we are very human. Sometimes these union fellows who are trying to whip up everything, they hurt things. We have people sometimes where our contracts do not call for it, who are away for 6 months. We have paid them. You know more than do that than the next contract come in "6 months sick leave." You go broke, but you did that. There you took all the conditions in hand and said, "We want to take care of that poor fellow."

I do not think there is a labor representative in this room that will tell you we are not fair. They might fight with us. They may come here with all the petty little differences saying that this guy should have done this and this guy should have done that, but underneath it they all want to work in that studio.

These carpenters that were put out by this thing, they were not out of a job, my dear sir. I was there in 1946, in October, and I saw more work than any man could take care of. I know all over this country there was plenty of work for carpenters.

I was building some barns on my farm, and I could not get anybody. Good god, I was in there doing it myself. It's a good thing the union didn't see me or I'd have gotten into trouble.

So I tell you, sometimes I don't know. We have been in trouble with this kind of stuff. It's a shame, because I think we do treat our people right. We have a tough job to operate, as you know. The cause of all this difficulty that has come about is in our inventories right now, my dear sir, and we are going to lose money on that inventory. Nobody knows that but us, and we have 20,000 stockholders we have to answer to.

That was the big argument I had with Mr. Eric Johnston. He is head of our organization. He only has us guys, but each one of these presidents, I assure you, have many stockholders that they have to protect. That was our difficulty. That is where we had to make the decision.

That is where we had to be right or we would be sued, and I don't know whether you have ever had any stockholder suits in your life. They are wonderful. Boy, they drag you up and down the stairs, all around the place and into the basement and every place else.

Before you are through you don't know whether you are right or wrong.

Mr. LANDIS. So between the stockholders and labor——

Mr. MICHEL. Oh, my God, you just go nutty. Maybe I'm going that way.

Mr. LANDIS. That is all.

Mr. KEARNS. Mr. Michel, you represent your company as to policy also, is that right?

Mr. MICHEL. Absolutely. Mr. Skouras, and so would the board of directors stand behind any decision I make.

Mr. KEARNS. After the producers decided to keep open rather than shut down, you, representing your company, had no meeting with any union to work out plans to keep the studios open?

Mr. MICHEL. No. Fred Meyer may have had a lot of meetings.

Mr. KEARNS. I am talking about you, now.

Mr. MICHEL. Oh, no; I did not.

Mr. KEARNS. I know what he did.

Mr. MICHEL. Well, if you know what he did, that is all right.

Mr. KEARNS. Do you agree with Mr. Johnston that we should have legislation to cope with jurisdictional disputes?

Mr. MICHEL. It all depends on what you mean by legislation. This morning I heard a dissertation on the Miami conference, if that is what you want to call it, where this man almost wore his throat out reading this long dissertation by a man who could never agree to anything. When the thing ends up, what was it? A barrel of words. There was nothing decided and there is nothing decided today.

So I don't know what you can do about it. I think that until men understand there is a give and take in life—and I say this in all honesty—there is a give and take in life; maybe you are not always going to get the lion's share. Who is going to collect the dues? That is the biggest problem of all. That is all it boils down to. These two unions, these two internationals that are always arguing, for my money they are both bad medicine. That includes Walsh and the other bunch. They are all bad medicine, for my money. I don't know what you can do.

Maybe you gentlemen have more intellect and more knowledge of the situation whereby through some methods you can accomplish something. I don't know.

Eric Johnston made a recommendation. I read it. I don't know whether it will accomplish it because here, right in the A. F. of L. they cannot settle their differences. They certainly should be able to settle them there.

Mr. KEARNS. You do not feel that compulsory arbitration would do it, do you?

Mr. MICHEL. I don't know.

Mr. KEARNS. You have had a lot of experience, and that is why I am asking you.

Mr. MICHEL. I don't like to have anything compulsory. We are supposed to be a free people.

Mr. KEARNS. That is right.

Mr. MICHEL. I think you gentlemen appreciate that in everything that you try to do. We are a free people. You are our representatives. You come down here and try to make laws to keep us in line. That is what you are doing, trying to lead us.

Compulsory arbitration gets around to the old Hitler and Mussolini stuff where they try to tell you what to do and I don't think that is good.

Mr. KEARNS. Can you tell me in the movie industry out there, where you have 42 unions working, how you are ever going to eliminate stoppage and keep production at a good level there, unless you have somebody who acts as arbitrator: Where there is no work stoppage until after a decision has been handed down in the thin margin of jurisdictional disputes you have there?

Mr. MICHEL. Yes, but after this arbitrator makes the decision——

Mr. KEARNS. Oh, they will bury him.

Mr. MICHEL. Who is that fellow? God didn't create him yet. That is the thing that worries me. That would be the way to do it, to get them all to agree. Then you are accomplishing something. If they won't agree, here is a directive handed down. Bill Hutcheson don't like it. I have had a lot of dealings with him. I like Bill. I am surprised at Bill. I will be frank with you.

I found that fellow, by God, a real fine fellow. When I see what's going on here I can't understand it. Whether it is age, or what it is, I don't know. He's not the Bill Hutcheson I knew that would sit behind the table and demand his pound of flesh, yes, demand his rights, but in the end you had a deal. If he said you had a deal, you didn't give a rap whether you wrote it up 3 months later or 6 months later, it didn't make any difference, you had a deal.

I can't understand what has gone on. I haven't talked to him since that time. He was a great admirer of Sidney Kent, and that was why I was close to him.

Maybe if Sidney Kent had lived, if God had spared him, maybe he could have worked on Bill. I don't know.

Sidney was a great fellow. He had a lot of strength with all these gentlemen and we did have a lot of labor peace while Sidney Kent was living. I will say that. I think every one of these gentlemen would say so.

Mr. KEARNS. Do you have any questions?

Mr. McCANN. Yes; I have some more questions, Mr. Chairman. Are you an officer of the Fox West Coast Theaters Corp.?

Mr. MICHEL. I am an officer of National Theaters Amusement and National Theaters Corp., which are the top companies of the West Coast Theaters. The West Coast Theaters are a subsidiary; Twentieth Century-Fox owns all the stock of those companies.

Mr. McCANN. Did you know Mr. Tuohy in Hollywood?

Mr. MICHEL. Yes.

Mr. McCANN. At the time of this September incident which took place out there, Joseph P. Tuohy was the representative of the teamsters in Hollywood, was he not?

Mr. MICHEL. I think he was; yes.

Mr. McCANN. Was it Mr. Tuohy who advised the Labor Board in Hollywood that the teamsters would go through the picket line?

Mr. MICHEL. I don't know. I was not there.

Mr. McCANN. Are you familiar with the signature of Mr. Spyros Skouras?

Mr. MICHEL. Yes, sir.

Mr. McCANN. Is that his signature?

Mr. MICHEL. That is his signature.

Mr. McCANN. Attached to this there is a contract or an agreement executed this first day of January, 1947, between Fox West Coast Theaters Corp., a Delaware corporation, hereinafter referred to as the company, and Joseph P. Tuohy, a resident of the State of California, hereinafter referred to as an employee.

Mr. MICHEL. That is right. I know that contract.

Mr. McCANN. This is the contract that you entered into with Mr. Tuohy?

Mr. MICHEL. That is right.

Mr. McCANN. Mr. Chairman, I ask that this letter from Mr. Spyros Skouras, and the attached contract with Mr. Joseph P. Tuohy, be received in evidence and reproduced at this point.

Mr. KEARNS. No objection.

(The documents are as follows:)

TWENTIETH CENTURY-FOX FILM CORP.,
444 West Fifty-sixth Street, New York 19, N. Y.,
February 10, 1948.

IRVING G. McCANN, Esq.

Committee on Education and Labor,

House of Representatives, Washington 25, D. C.

DEAR MR. McCANN: AS requested in your letter of February 5, 1948, I am pleased to enclose a copy of the agreement of January 1, 1947, between Fox West Coast Theaters Corp. and Joseph P. Tuohy.

Sincerely,

S. P. SKOURAS.

Agreement executed this 1st day of January 1947, between Fox West Coast Theaters Corp., a Delaware corporation (hereinafter referred to as the "company"), and Joseph P. Tuohy, a resident of the State of California (hereinafter referred to as "employee").

Whereas the company is engaged principally in the business of owning, leasing and operating motion picture theatres and related properties and enterprises and in the holding of stock in companies engaged in such business; and

Whereas the employee is skilled and experienced in the handling of labor relations arising between employers and employees, and the company for the period and upon the terms hereinafter provided desires to obtain and be assured of the services of the employee for itself and its subsidiaries;

Now, therefore, in consideration of the premises and of the covenants, agreements, representations and warranties hereinafter set forth, the parties do hereby mutually covenant as follows:

First: The company hereby employs the employee for a period of 7 years commencing January 1, 1947, to perform the following duties: The employee shall have the title of director of labor relations and shall handle all matters between the company and labor unions with which the company now has, or hereafter may have, contracts and shall handle such additional matters involving the company's relations with its employees as may be assigned to him by its board of directors, or president, or general manager. In his capacity as director of labor relations, the employee shall have only such authority as may from time to time be assigned to him by the board of directors of the company or any subsidiary thereof, or the board of directors of any assignee and except with the prior approval of such board evidenced by resolution thereof he shall not have authority to enter into any oral or written contracts binding or obligating the company.

The employee hereby accepts such employment upon the terms and conditions of this agreement and agrees to perform the services herein contemplated to be performed by him. The employee shall devote his entire time, except for a reasonable annual vacation, to such employment.

Second: In the performance of his duties hereunder, and in his private life, the employee agrees so to conduct himself as not to impair his capacity to perform his duties hereunder or to bring public scandal or discredit upon himself or the company; and he agrees faithfully to serve the best interests of the company and to discharge his duties hereunder to the best of his ability with

diligence, sincerity, integrity and loyalty so as to preserve and promote the reputation and progress of the company.

The employee shall act only with such powers and in such capacity as the respective boards of directors of the company or subsidiary, as the case may be, may determine, and he shall be subject at all times and in all respects to the direction and control of the respective boards of directors of the company or such subsidiary, to such superior officers as the respective boards may designate to act in that capacity, to all provisions of the respective bylaws and certificates of incorporation of the company or such subsidiary, and to all resolutions and regulations adopted by the respective boards of directors of the company or such subsidiary.

Third: For his services hereunder, the company shall pay the employee and he agrees to accept as full compensation for his services during the term of this agreement a weekly salary payable on any day of the next succeeding week, as follows:

1. For the 2-year period beginning January 1, 1947, the sum of \$400 per week.
2. For the next 2-year period, the sum of \$450 per week.
3. For the following 3-year period, the sum of \$500 per week.

The company shall also pay the employee a weekly expense allowance payable on any day in the next succeeding week in the sum of \$100 per week. Such expense allowance shall cover all expenses of the employee in connection with the performance of his duties hereunder, and he shall not be entitled to reimbursement for any such expenses; provided, however, that such expense allowance shall not include transportation and living expenses of the employee when traveling, in the performance of his duties, outside the county of Los Angeles; and the company shall reimburse the employee for his reasonable disbursements for such transportation and living expenses. All services performed by the employee in any capacity for the company or any subsidiary shall be rendered without any further salary or compensation other than that above specified.

Fourth: If during the period of this agreement the employee dies, this agreement shall be deemed terminated at his death.

In the event the employee becomes substantially incapacitated, by reason of illness or physical injury, from performing his duties hereunder, the company may, at its option, at any time thereafter during the continuance of such incapacitation, terminate this agreement by serving upon the employee written notice of such termination. The employee shall be deemed to be substantially incapacitated if by reason of ill health or accident to his person he is unable to perform fully his duties and obligations hereunder for 120 business days (consecutive or otherwise) in any calendar year. Concurrently with the termination of this agreement by the company on the ground that the employee has become substantially incapacitated, the company shall pay to the employee a sum equal to the amount of salary which would accrue, except for the termination of this agreement, during the 13 business weeks next following the service of said notice.

Habitual intoxication or intemperate use of intoxicating liquors (during business hours or otherwise) by the employee, whether resulting in ill health, or inability to perform properly his duties hereunder, or otherwise, shall be deemed a breach of this agreement by the employee entitling the company to terminate this agreement. Upon such termination by the company, the employee shall be paid only the compensation provided for in article third hereof accrued and unpaid at the date of termination, and the employee shall not be entitled or have any right to payment of the amount payable in accordance with the provisions of the immediately preceding paragraph of this article fourth, even though the employee may be partially or wholly incapacitated as a result of habitual intoxication or intemperate use of intoxicating liquors.

Fifth: The employee represents and warrants that at the date of this agreement he has no direct or indirect financial or other interest of any kind or character in any theater or theatrical or motion picture business or related enterprise and has no direct or indirect contractual or other relationships or arrangements of any nature whatsoever for or requiring his services in the supervision, management, or operation of any theaters or theatrical or motion picture business or related enterprises and employee agrees that, during the term of this agreement, he will not directly or indirectly become interested financially or otherwise in any theater or theatrical or motion picture business or related enterprise or become a party to any such contractual or other relationships or arrangements, but this shall not prevent him from trading in stocks and other securities listed or regularly traded on the New York Stock Exchange or the New York Curb Exchange.

Sixth: The employee hereby represents and warrants that he has no other employment arrangements or agreements, written or oral, with the company or any subsidiary, and has no claims of any kind or character against the company or any subsidiary of the company on account of any matter or thing arising or existing prior to the date of the execution of this agreement, and the employee agrees that all such claims, if any, are satisfied, released and discharged by the execution and delivery of this agreement.

Seventh: The obligations and duties hereunder of the employee shall be personal and shall not be assignable or delegable by him in any manner whatsoever. The company may, however, at any time or from time to time, assign any or all of its rights hereunder to all or any part of the services of the employee to any corporation or other entity affiliated or associated with the company, including National Theaters Corp. and National Theaters Amusement Co., Inc. Any rights so assigned may be reassigned at any time to the company or to any associated company. Notwithstanding any such assignment, the company shall remain unconditionally liable as principal obligor for all obligations to be performed by it hereunder to the extent that the same are not fully and finally performed by any such assignee. In addition to his continuing obligation to the company, the employee shall become obligated to such assignee for performance of his duties and obligations hereunder to the extent that the rights of the company with respect thereto are so assigned, but no such assignee shall be obligated for any salary or other amounts payable to the employee hereunder or for the performance of any of the covenants or conditions of this agreement except only when agreed upon and to the extent agreed upon from time to time in writing between the company and such assignee.

Eighth: This agreement, having been delivered in the State of California, shall be interpreted in accordance with the laws of said State.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

FOX WEST COAST THEATERS CORP.,
By JOHN B. BERTERO, *Vice President*.
JOSEPH P. TUOHY, *Employee*.

Attest:

[CORPORATE SEAL]

T. H. SWORD, *Secretary*.

STATE OF CALIFORNIA,

County of Los Angeles, ss:

On this 10th day of January 1947, before me, a notary public in and for said county and State, personally appeared John B. Bertero, known to me to be the vice president, and T. H. Sword, known to me to be the secretary of Fox West Coast Theaters Corp., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

DOROTHY HAZEN,
Notary Public in and for Said County and State.

My commission expires August 24, 1947.

STATE OF CALIFORNIA,

County of Los Angeles, ss:

On this 10th day of January 1947, before me, a notary public in and for said county and State, personally appeared Joseph P. Tuohy, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

DOROTHY HAZEN,
Notary Public in and for Said County and State.

My commission expires August 24, 1947.

LOS ANGELES, CALIF., January 10, 1947.

FOX WEST COAST THEATERS CORP.,

Los Angeles 7, Calif.

GENTLEMEN: In connection with the employment agreement of January 1, 1947, being executed by you and the undersigned concurrently with the delivery of this letter, the undersigned hereby expressly acknowledges that he is familiar with the opinion of the court directing the entry of a decree in those certain proceedings in the United States District Court, Southern District of New York, entitled "*United States of America v. Paramount Pictures, Inc., et al.*," being No. 87-273 in the files of said court, and particularly with those provisions thereof enjoining National Theaters Corp., of which you are a wholly-owned subsidiary, and its several subsidiaries from operating any theater or theatrical enterprise or buying or booking motion pictures through any agent or employee who is also acting in such matters for any other exhibitor of motion pictures, which injunctive provisions, amongst others, when incorporated in the final decree will be binding upon said National Theaters Corp. and its subsidiaries and each and all of their respective officers, agents, servants, and employees.

The undersigned further acknowledges that he understands that when said decree is entered and final, any violations of any of the injunctive provisions thereof, including the injunctive provisions specifically referred to in this letter, may result in an adjudication that you are in contempt of court and subject to penalties therefor; and the undersigned represents, warrants, and agrees that he is not now and during the term of said employment agreement will not act or participate in the operation of theaters or theatrical enterprises or the booking or buying of film for any exhibitor of motion pictures other than National Theaters Corp. and its subsidiaries, and that he is not now violating and during the term of said employment agreement will not violate any of the provisions of said decree.

Any willful or grossly negligent breach of any provision of said decree or of the representations, warranties, and agreements of the undersigned above set forth shall be conclusively deemed to be sufficient cause for you to terminate said employment agreement at any time after the occurrence of such violation without notice to the undersigned.

Very truly yours,

JOSEPH P. TUOHY.

Mr. McCANN. There are some questions, Mr. Michel, that have been submitted by Mr. Bodle of the painters' union in Hollywood.

Mr. MICHEL. I never met the man.

Mr. McCANN. He is counsel for the painters. I will ask you these questions.

Did Mr. Meyer check with you regularly during the period following the carpenters' ultimatum?

Mr. KEARNS. He answered that question, I think.

Mr. MICHEL. Yes; I answered that. I said I went out there the first part of October. I was out there until almost the end of October. In fact, I came back here just before election so I could vote.

Mr. McCANN. Were you advised of the plans for the mass discharge of painters and carpenters on September 23, 1946?

Mr. MICHEL. I don't remember that. I don't think I was. I told him to do everything possible, everything in his power to keep everything operating.

Mr. KEARNS. Mr. Meyer is right when he said he was calling the signals out there?

Mr. MICHEL. Oh, he called them; yes. I gave him the policy.

Mr. McCANN. Did you know that plans for mass discharge were worked out by the labor committee in conjunction with the IATSE?

Mr. MICHEL. I didn't know that.

Mr. McCANN. Does Mr. Skouras own or control West Coast Theaters?

Mr. MICHEL. Which Mr. Skouras, sir? There are several Mr. Skourases, sir.

Mr. McCANN. I am reading Mr. Bodle's question. Is Mr. Bodle present?

Mr. MICHEL. Which one? Charlie Skouras? He is the one who runs the West Coast Theaters.

Mr. McCANN. You have already stated all of the stock of the West Coast Theaters belongs to 20th Century-Fox.

Mr. MICHEL. That is right, sir.

Mr. McCANN. Is Mr. Skouras an officer of the West Coast Theaters?

Mr. MICHEL. Charles P. Skouras is an officer of the West Coast Theaters. He is president.

Mr. McCANN. I think that satisfies his questions without repeating them.

Questions now by Mr. Cobb:

Did you direct your Mr. Meyer to consult your attorney and ask for his advice?

Mr. MICHEL. I said so before.

Mr. McCANN. That is correct, but I am reading them anyway because they have asked them here.

Mr. MICHEL. All right.

Mr. McCANN. Was Mr. Alfred Wright your attorney? You have so stated.

Mr. MICHEL. That is right.

Mr. McCANN. Please state whether you were advised that in the labor committee meeting of September 23, 1946, Mr. Wright stated, "The studios cannot morally or legally assign maintenance men who never have worked as journeymen on sets to set work."

Mr. MICHEL. I don't know anything about that. If Mr. Wright said that, I don't know anything about it.

Mr. McCANN. That is all of the questions submitted.

Mr. KEARNS. Mr. Michel, I want to thank you for your appearance and the contribution you have made.

We will stand adjourned until 10 o'clock tomorrow morning.

(Whereupon, at 4:55 p. m., an adjournment was taken until 10 a. m. of the following day, Thursday, February 19, 1948.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

THURSDAY, FEBRUARY 19, 1948

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Washington, D. C.

The subcommittee met, pursuant to adjournment, at 10 a. m., before Hon. Carroll D. Kearns, chairman of the special subcommittee.

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, the first witness will be Mr. Herbert Yates.

Mr. KEARNS. Mr. Herbert Yates.

(Mr. Yates was duly sworn as a witness.)

TESTIMONY OF HERBERT J. YATES, PRESIDENT, CHAIRMAN OF BOARD OF DIRECTORS, REPUBLIC PICTURES

Mr. KEARNS. Will counsel establish the identity of the witness?

Mr. McCANN. Mr. Yates, will you please give your name, address, and telephone number?

Mr. YATES. Herbert J. Yates, South Country Road, West Islip, Long Island.

Mr. McCANN. What official position do you hold in the motion-picture industry, sir?

Mr. YATES. With Republic Pictures, president and chairman of the board.

Mr. McCANN. How long have you been in the motion-picture business?

Mr. YATES. Since 1913.

Mr. McCANN. Did you attend a conference of the presidents in New York City on the 12th of September 1946?

Mr. YATES. I did not.

Mr. McCANN. Who represented you at that time at that conference?

Mr. YATES. I have no recollection of anyone representing me.

Mr. McCANN. Who is your Hollywood representative on the producers labor committee?

Mr. YATES. Mr. MacDonald.

Mr. McCANN. Was Mr. MacDonald active in the work of the producers labor committee there?

Mr. YATES. I would not say overactive. I believe he attended many of the meetings there.

Mr. McCANN. The record shows Mr. MacDonald attended a meeting of the producers labor committee on August 22, when Mr. Walsh

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MR. McCANN. Was Mr. MacDonald active in the work of the producers labor committee there?

MR. YATES. I would not say overactive. I believe he attended many of the meetings there.

MR. McCANN. The record shows Mr. MacDonald attended a meeting of the producers labor committee on August 22, when Mr. Walsh

and other officers of the IATSE appeared before the producers labor committee, and at which time it is reported in the minutes of that meeting, "Walsh advises that any company that makes one single change in the administration of the AFL directive in compliance with the new interpretation will have all work stopped in the studios, exchanges, and theaters."

Did you Mr. MacDonald report to you Mr. Walsh's presence at the labor committee and his statement made to them?

Mr. YATES. No; he did not. He would report that to Mr. Wilson.

Mr. McCANN. Who is Mr. Wilson?

Mr. YATES. Vice president in charge of studio operations.

Mr. McCANN. You were not consulted with respect to the operations of the labor committee there?

Mr. YATES. Only when it came time to make a decision.

Mr. McCANN. So you were not advised by Mr. MacDonald of that statement by Mr. Walsh?

Mr. YATES. No; he would report that to Mr. Wilson.

Mr. McCANN. Nor were you advised by Mr. Wilson, the gentleman in charge of your production there?

Mr. YATES. Not as you stated; no.

Mr. McCANN. What were you advised by Mr. Wilson?

Mr. YATES. Well, he would simply tell me progress was being made and the threat of a strike, without going into too much detail.

Mr. McCANN. What I am driving at now is, did he inform you with respect to the meeting of September 12, 1946, that Mr. Walsh had been before the labor committee and had stated that if you put into effect the clarification of the directive, "We will stop all production, distribution, and showing of motion pictures"?

Mr. YATES. I have no recollection of any such statement being made to me.

Mr. McCANN. Do you have any recollection of the incident independently?

Mr. YATES. Well, from time to time, naturally, Mr. Wilson would discuss these matters with me. Usually I did not pay too much attention to it. I knew nothing about labor relations. I devote no time to it.

We usually follow any pattern that is laid down between the unions and the larger companies. That is our policy, and I do not waste much time talking about such matters.

Mr. McCANN. You are, though, a member of the larger-companies association?

Mr. YATES. Pardon?

Mr. McCANN. Republic Pictures organization is a member of the producers' labor committee and is a member of the Motion Picture Producers' Association?

Mr. YATES. Republic is a member; yes.

Mr. McCANN. That is what I mean.

Mr. YATES. Yes.

Mr. McCANN. You are rated as one of the larger companies in the production of motion pictures?

Mr. YATES. Well, we might be so rated, but we are the smallest.

Mr. McCANN. You might be the smallest of the greatest, but you are rated in this association as one of the great.

Mr. YATES. Well, yes.

Mr. McCANN. That is what I am trying to clarify.

Mr. YATES. Yes; I see.

Mr. McCANN. At a subsequent meeting of the producers' labor committee on September 11, Mr. Cambiano came before the producers' labor committee. Were you informed of the ultimatum which was issued that day?

Mr. YATES. I have no recollection of it.

Mr. McCANN. Were you advised by Mr. Wilson or by Mr. MacDonald, your representative on the labor committee, of the plan which was made by the producers' labor committee to create incidents on September 23, 1946, by asking all of the carpenters that remained in the studios to work on sets which they had declared to be "hot," and that the carpenters were to be removed from their jobs if they did not work on those sets?

Mr. YATES. I cannot recollect that Mr. Wilson talked to me or discussed that matter with me at all, although he might have. You, of course, understand that I spend only part of my time at the studio. I leave management, and especially labor relations, to Mr. Wilson and Mr. MacDonald.

Mr. McCANN. You have entrusted them with full authority and your board has to deal with labor-relations problems?

Mr. YATES. We have.

Mr. McCANN. I think that is all, Mr. Chairman.

Mr. KEARNS. Mr. Yates, were you here when Mr. Johnston testified?

Mr. YATES. No; I was not.

Mr. KEARNS. Have you ever heard, or do you have any opinion yourself that Mr. Hutcheson has ever been unreasonable in his demands in the labor situation in the motion-picture industry?

Mr. YATES. No; I have had no discussion of that sort with anybody.

Mr. KEARNS. Were you at any meeting where it was decided that in order to keep the studios open you would condone with one of the unions in order to keep production going?

Mr. YATES. I attended no meeting, and I at not time heard of any such conversation.

Mr. KEARNS. I take it from your testimony you would not be qualified to make any recommendations as to legislation to cope with jurisdictional disputes?

Mr. YATES. Except to eliminate them.

Mr. KEARNS. Would you recommend legislation for that?

Mr. YATES. I certainly would.

Mr. KEARNS. Along the type that Mr. Johnston recommended? I suppose you read his testimony.

Mr. YATES. I am not familiar with what Mr. Johnston recommended, but I do know as long as we have 48 unions to contend with, split into two groups, there is going to be trouble always unless some law is enacted that will stop it. These matters come up almost daily.

Mr. KEARNS. You would rather have it of a voluntary nature, though, would you not?

Mr. YATES. I certainly would.

Mr. KEARNS. Therefore, you would not go so far as to make it a compulsory matter?

Mr. PERKINS. There was a discussion. I was not present at the telephone conversation, you understand.

Mr. McCANN. You were present, though, at the full meeting?

Mr. PERKINS. Yes, sir.

Mr. McCANN. You knew that the full meeting must have decided something, because the committee of the full meeting went out to talk to Hollywood, did they?

Mr. PERKINS. They might have talked to get information, sir.

Mr. McCANN. Hadn't they already received information as to the ultimatum?

Mr. PERKINS. Yes, sir.

Mr. McCANN. Had they not received information as to Mr. Walsh's threat to close the theaters, the studios, and distribution?

Mr. PERKINS. That I do not recollect, sir.

Mr. McCANN. Did you not know at that meeting you were on the horns of a dilemma between the two unions?

Mr. PERKINS. Yes; we knew that.

Mr. McCANN. Well, what did you know about the attitude of Mr. Walsh?

Mr. PERKINS. We knew that Mr. Walsh had made it clear that he expected us to live up to the directive of December 26.

Mr. McCANN. And that if you did not, what would happen?

Mr. PERKINS. I don't know what our express information was about it, sir. Others may have had more express information than I did.

Mr. McCANN. You mean to say you were not advised as a group of presidents that Mr. Walsh had emphatically stated in the latter part of August 1946 that if "you deviate from the decision of the three-man committee of December 26, 1945, that I will close the theaters, the distribution and the production of pictures in Hollywood?"

Mr. PERKINS. Mr. McCann, I know Mr. Walsh had advised us he expected us to live up to the directive. As to further details as to the advice, I could not tell you. I think there was a probable inference drawn by most of those in the room that the results you have just drawn were fine, but I cannot say that was expressly coupled with the information given us.

Mr. McCANN. You mean to say there was no discussion by the presidents in that meeting as to what would happen if they yielded to the carpenters?

Mr. PERKINS. There certainly was discussion.

Mr. McCANN. What did they decide would happen to them if they yielded to the carpenters?

Mr. PERKINS. They decided they would be in a lot of trouble and whether they could keep the studios open or not they did not know.

Mr. McCANN. Didn't they decide actually they could not keep the studios open if they yielded to the carpenters?

Mr. PERKINS. I think that many in the room felt so. You should understand, Mr. McCann, that the gentlemen meeting there, many of them were primarily in New York. Take myself, for instance. Our labor policy is set on the west coast. I personally am certainly not familiar with all the matters that go on involved in this very important question of operating the studio.

Mr. McCANN. Were you here when the testimony was given by Mr. Rathvon and other presidents with respect to receiving information from their representatives on the west coast as to what had happened?

Mr. PERKINS. I was not here when Mr. Rathvon testified.

Mr. McCANN. Were you here when Mr. Balaban testified?

Mr. PERKINS. Yes, sir.

Mr. McCANN. Did you hear his testimony?

Mr. PERKINS. Yes, sir.

Mr. McCANN. Didn't Mr. Balaban make it plain that they understood the situation in New York; the fact that they were on the horns of a dilemma; that there was a definite ultimatum by the carpenters and a definite threat of closing everything, by Mr. Walsh?

Mr. PERKINS. They certainly faced an ultimatum by the carpenters, and I think they pretty well knew what the result would be if they obeyed the carpenters' ultimatum.

Mr. McCANN. Didn't you know yourself, sir?

Mr. PERKINS. I suppose I did, Mr. McCann. I repeat, I haven't been to the studio for a number of years.

Mr. McCANN. I understand you are not in the studio, but you had a representative out there from Warner Bros., a Mr. Sax, did you not?

Mr. PERKINS. Yes; Mr. Herbert Freston, I would say.

Mr. McCANN. And Mr. Sax was a member of the producers' labor committee in Hollywood, was he not?

Mr. PERKINS. I don't think so, Mr. McCann.

Mr. McCANN. You do not think he was?

Mr. PERKINS. No, sir; I think Mr. Herbert Freston, who was a vice president and officer of the company, was a member of the labor committee.

Mr. McCANN. Well, for your information whether Mr. Sax was a member of the labor committee or was not a member of the labor committee, I would like to call your attention to the fact that on August 22, 1946, when Mr. Walsh advised the companies or the representatives of the companies that if they "make one single change in the administration of the A. F. of L. directive in compliance with the new interpretation, any company will have all work stopped in the studios, exchanges, and theaters." Mr. Sax was present that day representing Warner Bros. The record also shows that he was present on September 3, when a wire was sent to Eric Johnston on the subject of the directive and the interpretation. I believe we have had testimony to the fact that that wire was sent.

The record on the 11th does not show that Mr. Sax was present.

The record on the 12th of September shows that Mr. Sax was present, representing Warner's.

Mr. PERKINS. Mr. McCann, if I could save you time, I think Mr. Sax goes to many of the meetings. I do not think he is officially a member of the labor committee. My understanding is that Mr. Herbert Freston is. That is the only difference between us, is it not?

Mr. McCANN. That may be, but I note here he was present at all of these meetings.

Mr. PERKINS. No doubt of it. I think his job is manager of labor relations for the company.

Mr. McCANN. Did Mr. Sax report to anyone in New York with respect to what took place at those meetings?

Mr. PERKINS. I don't know.

Mr. McCANN. You don't know?

Mr. PERKINS. No, sir. My guess would be that he would report not to New York, but probably to Mr. Herbert Freston, if Mr. Freston were not at the meetings. If Mr. Freston were at the meetings, then Mr. Freston and Mr. Sax would report to Mr. Jack Warner if the matter was of sufficient importance.

Mr. McCANN. Did either Mr. Freston or Mr. Jack Warner call you personally with respect to what took place in Hollywood on August 22, on September 11, on September 12, on the days that they were negotiating their proposed action?

Mr. PERKINS. No, sir.

Mr. McCANN. None of them communicated with you?

Mr. PERKINS. No, sir.

Mr. McCANN. Does Mr. Jack Warner in Hollywood have authority, or do any of these subordinates of your company have authority with respect to actions regarding the labor determinations made in Hollywood?

Mr. PERKINS. Yes, sir.

Mr. McCANN. Who has that authority?

Mr. PERKINS. Mr. Herbert Freston.

Mr. McCANN. Mr. Herbert Freston I do not believe is present in this room?

Mr. PERKINS. No; I do not think so. I know he is not.

Mr. McCANN. Mr. Chairman, I think that is all at this time. Mr. Cobb has some questions.

Mr. KEARNS. You disapproved of Mr. Johnston's plan to close the studios?

Mr. PERKINS. At the end of the discussion; yes, sir.

Mr. KEARNS. And before that you did not?

Mr. PERKINS. I did not; no.

Mr. KEARNS. Do you feel that Mr. Hutcheson has been unfair in his dealings in the labor situation with the motion-picture industry?

Mr. PERKINS. I feel that he should have abided by the directive of December 26, sir.

Mr. KEARNS. That is your personal opinion?

Mr. PERKINS. Yes, sir.

Mr. KEARNS. Were you in favor of appointing an arbitrator out there to settle the matter, if they would pay the salary of the arbitrator?

Mr. PERKINS. I don't think that matter ever came up in my presence.

Mr. KEARNS. We had that testimony in the hearing out there, that the industry was willing to pay an arbitrator.

Mr. PERKINS. I do not doubt that they were.

Mr. KEARNS. Do you agree with Mr. Johnston that there should be legislation to deal with jurisdictional strikes?

Mr. PERKINS. Mr. Chairman, I did not hear Mr. Johnston's testimony.

Mr. KEARNS. What is your own personal opinion about it, or do you feel qualified to give a statement?

Mr. PERKINS. I definitely do not feel qualified. I feel this matter of labor relations is a very specialized field; that really only lawyers who have made it a specialty are capable of expressing an opinion on the matters involved.

Mr. KEARNS. You feel the industry would be in a different position today if the presidents were right on the coast where the pictures are made, instead of being in New York in their offices?

Mr. PERKINS. Of course, our president is on the coast.

Mr. KEARNS. Yes, yours is.

Mr. PERKINS. I do not know that would make any difference.

Mr. KEARNS. You would have no opinion on that?

Mr. PERKINS. No, sir.

Mr. KEARNS. You know of no meeting held by the presidents whereby it was agreed to have an agreement with one union to keep the studios open during this situation?

Mr. PERKINS. No; I am sure that at the meeting of September 11, there was discussion as to whether it would be possible to keep the studios going, if we decided that we would not kneel down to the ultimatum the carpenters had given us. That naturally involved finding out what the other unions were going to do, but other than that I have nothing to say in answer to your question.

Mr. KEARNS. Do you have any questions?

Mr. McCANN. I have one other question.

Mr. OWENS. Just a moment. In view of the chairman's questions it brought a question to my mind.

You are counsel as well as vice president of the company?

Mr. PERKINS. I would say I was counsel and happen to be a vice president.

Mr. OWENS. In other words, you are primarily counsel?

Mr. PERKINS. Yes, sir.

Mr. OWENS. Then as such you would naturally advise the management with respect to legal matters, which would also involve labor relations legally?

Mr. PERKINS. Yes, sir; but we have to advise management with respect to management matters, a good many of which are specialties. Just as I do not feel competent to give any final word on a tax problem, for instance—I am not a tax expert. We have antitrust matters, copy-right matters, and a great many things.

One thing I have learned is that this particular field, labor relations, is even more intricate than those I have mentioned. It is newer and to me it is much more complicated.

Mr. OWENS. Then you are not one of the counsel who advised either for or against using the amendment to the National Labor Relations Act that was recently passed?

Mr. PERKINS. No, sir; I was not.

Mr. OWENS. So you really have had no part in this picture at all to speak of, have you?

Mr. PERKINS. That is a fair statement. I was present at the meeting Mr. McCann questioned me about, representing Warner Brothers Pictures, but as I have said, the Warner problems in that phase are handled on the coast, not in New York.

Mr. OWENS. In other words, that meeting strikes me as one where you were trying to figure out how you could keep running with two unions striking you from each side?

Mr. PERKINS. Yes, sir; definitely.

Mr. OWENS. That is all.

Mr. McCANN. And you did decide you were going to keep open the studios at this meeting in New York on September 12, 1946, and so advised through your committee the representatives of the labor committee of the studios?

Mr. PERKINS. Yes, sir.

Mr. McCANN. Now, there are some questions Mr. Cobb has submitted, Mr. Chairman, which I will read for the record.

You state that your labor policy was set on the west coast. Did your west coast representatives have authority to act for you in the August and September 1946 meetings of the labor committee?

Mr. PERKINS. Yes, sir.

Mr. McCANN. Did and does your company stand back of the action taken by the labor committee in the meetings attended by Mr. Sax or Mr. Freston?

Mr. PERKINS. I am sure it does.

Mr. McCANN. As attorney for Warners, are you in favor of an arbitration of the Hollywood question?

Mr. PERKINS. I think I have already answered that question.

Mr. McCANN. How would you choose the arbitrator to assure a fair arbitration?

Mr. PERKINS. Again I think I have answered that question.

Mr. McCANN. In other words, you think you do not know enough about it to pass judgment?

Mr. PERKINS. That is right. I would want to go into it with Mr. Freston and Mr. Sax at some length.

Mr. McCANN. I will ask the last question, although your answer will probably be the same.

Would you favor arbitration before the United States district court in an action to interpret the contracts, the three-man decision and clarification, and determine all questions by declaratory judgment?

Mr. PERKINS. My answer is the same, Mr. McCANN.

Mr. McCANN. That is all, Mr. Chairman.

Mr. KEARNS. Thank you very much, Mr. Perkins.

Mr. McCANN. Mr. Sax, please.

TESTIMONY OF CARROLL SAX, LABOR RELATIONS MANAGER, WARNER BROS. PICTURES, LOS ANGELES, CALIF.—Recalled

Mr. KEARNS. Will you establish the witness' identity?

Mr. McCANN. Mr. Sax, will you please state your name, your address, and your telephone number?

Mr. SAX. Carroll Sax, 7257½ Bellevue; telephone, Hempstead 0684.

Mr. McCANN. Mr. Sax, you are a member of the Producers Labor Committee on the west coast?

Mr. SAX. No, sir.

Mr. McCANN. What is the name of Warner's representative on that committee?

Mr. SAX. Herbert Freston.

Mr. McCANN. How do you spell Freston?

Mr. SAX. F-r-e-s-t-o-n.

Mr. McCANN. Does Mr. Freston attend those meetings or do you attend them for him?

Mr. SAX. He attends the meetings and I generally attend also. I do not attend all the meetings, but I attend most of them with him.

Mr. McCANN. I notice in looking over the record of the August and September 1946 meetings, that apparently you attended all of those meetings.

Mr. SAX. Yes, sir.

Mr. McCANN. I do not see as yet where Mr. Freston attended any of them. Did he attend any of them?

Mr. SAX. I am sure he attended some of the meetings, although I do not know whether the record would show it.

Mr. ZORN. The record shows that he attended a number of them, but not all of them.

Mr. McCANN. I notice that on the 22d day of August 1946 you are shown to be present and that Mr. Freston is not shown to be present on that day. Do you recall when Mr. Walsh came before the meeting and issued his position with respect to the clarification?

Mr. SAX. Yes; I believe I do.

Mr. McCANN. Do you recall he said at that meeting that if any producer deviated from the three-man decision of December 26, 1946, that the IA would cut off production in the studios, in the exchanges, and in the theaters?

Mr. SAX. I think that was said; yes.

Mr. McCANN. That is your recollection?

Mr. SAX. I think so; yes. I attended so many meetings I am not sure of exactly which one it was.

Mr. McCANN. I am not asking that you should remember word by word what was said, but you were present and heard him make a statement in substance to that effect?

Mr. SAX. I think that was said; yes.

Mr. McCANN. After that meeting to whom did you report what was said?

Mr. SAX. Whatever was reported I would discuss with Mr. Freston. He, in turn, would discuss it with Mr. Warner, or I might also discuss it with Mr. Warner.

Mr. McCANN. Do you recall that after the meeting at which Mr. Walsh gave this message to the producers talking to Mr. Freston about it?

Mr. SAX. I probably did. If it was important enough I would discuss it with him; yes.

Mr. McCANN. Do you recall whether you talked to Harry Warner about it?

Mr. SAX. I don't think I discussed it with Harry Warner. I probably spoke to Mr. J. L. Warner.

Mr. McCANN. What is his title?

Mr. SAX. He is the vice president in charge of production of Warner Bros. Studio.

Mr. McCANN. And he is in Hollywood?

Mr. SAX. He is in Hollywood; yes.

Mr. McCANN. You kept him advised of each step that was taken there by the labor committee at meetings where you were present and Mr. Freston was not?

Mr. SAX. Yes; anything that was especially important.

Mr. McCANN. Now, do you recall that on September 3 there was a meeting, and that it was decided to send a wire to Eric Johnston that you could not understand the directive and the interpretation?

Mr. SAX. I do not remember that particular meeting. Was I present at that meeting?

Mr. McCANN. You are shown to be present at that meeting on September 3. I will read you the paragraph so there will be no doubt in your mind and see if you can recall it:

Also wire Eric Johnston "Still cannot understand the directive or its interpretation. Is this a directive to compel us to abide, or what shall we do? Both carpenters and Walsh have given us opposite instructions. As we are between, A. F. of L. council must tell us what to do."

Do you recall that?

Mr. SAX. I do not recall it, but if I was there no doubt I heard it.

Mr. McCANN. Testimony has been received that a wire somewhat in that spirit was sent to Mr. Johnston, as I recall it.

Mr. SAX. Yes, sir.

Mr. McCANN. On September 11 were you there when Mr. Cambiano appeared before the committee and issued his ultimatum?

Mr. SAX. Yes, I believe I was.

Mr. McCANN. The committee minutes as I see them here do not show you present but I thought perhaps you might have been there.

Mr. SAX. I think I might have been there; I think I was at the meeting.

Mr. McCANN. Do you recall Mr. Cambiano coming in? I shall read from the minutes so as to refresh your recollection. The minutes show:

3:15 p. m. carpenters in: Cambiano stated he had copies of the directive's interpretation and letter from Green stating copies had been sent to Johnston for the industry's information and that he was here to ask that it be put into effect on the first shift Thursday morning, September 12, 1946.

Do you recall that?

Mr. SAX. Yes, I do recall that.

Mr. McCANN. That is accurate?

Mr. SAX. I believe it is, yes.

Mr. McCANN. Do you recall that at that time Mr. Skelton stated he understands construction to include—

laying out of sets, laying flooring, cutting flooring, plumbing-up sets, and so forth; assembling, he thinks, is the same as prior to March 12, 1945, done by laborers and IA setting to line.

Do you remember Skelton speaking at the meeting?

Mr. SAX. I do not particularly remember that; no, Mr. McCann.

Mr. McCANN. I wondered if you recall that Cambiano and Skelton were in together.

Mr. SAX. I remember attending a meeting, but as I say, between attending meetings and trying to do the studio work it is difficult for me to retain everything that transpired at that particular time.

Mr. McCANN. Do you recall that, at that meeting on September 11, Mr. Kahane stated:

The studios had a choice of two ways to go and that undoubtedly we still intended going the way we had discussed.

Mr. SAX. I do not remember that; no.

Mr. McCANN. Well, do you remember the fact that there was discussion after Cambiano and Skelton went out as to what the studios would do?

Mr. SAX. We probably did discuss it; yes.

Mr. McCANN. Do you remember what the decision was?

Mr. SAX. No, I don't. I know we were prepared to go along; we were prepared to call the painters and carpenters. We made that arrangement in our discussion.

Mr. McCANN. That was arranged. You are not trying to cover it by hours, but just trying to cover it by the meetings?

Mr. SAX. No. I had instructions from Mr. Freston to go ahead and call them right on the sets.

Mr. McCANN. In other words, you had instructions from Mr. Freston to call the carpenters to work on hot sets and the painters to work on hot sets and to pay them off if they did not work on them?

Mr. SAX. That is right.

Mr. McCANN. And to tell them to get off the premises?

Mr. SAX. Right.

Mr. McCANN. You know that was agreed on by the labor committee and that it was the policy of your company that that should be done?

Mr. SAX. It was the policy of our company to go right along with the labor committee, whatever was agreed on.

Mr. McCANN. That policy was transmitted to you and that was what was done?

Mr. SAX. Yes, sir.

Mr. McCANN. I wonder if you remember independently—and I do not want to tax your memory, Mr. Sax—that there was a call on September 12 on the presidents in New York? I know your president was not there. Do you remember it was reported at your meeting that day that the presidents in New York said there were two courses of action open, and the presidents favored keeping the studios open?

Mr. SAX. Was I at that particular meeting?

Mr. McCANN. You were at that meeting, sir.

Mr. SAX. If that was reported, then that is true.

Mr. McCANN. I think that is all, Mr. Chairman.

Mr. OWENS. Mr. Sax, you are the gentleman Mr. Perkins mentioned a few moments ago?

Mr. SAX. I am one of them; yes, sir, Mr. Owens. He also mentioned Mr. Freston.

Mr. OWENS. And you have charge of the labor relations for Warners; is that it?

Mr. SAX. Yes; labor relations.

Mr. OWENS. As such, what difficulty, if any, did you find with respect to these unions?

Mr. SAX. We were constantly becoming involved in jurisdictional problems.

Mr. OWENS. Did you bring any of it about yourself by your own actions?

Mr. SAX. No. There was a statement made here by Mr. Doherty yesterday which I think should be clarified a bit, that the labor-relations managers deliberately do these things. I don't think Mr. Doherty knows the men. I think he speaks without having knowl-

edge of the type of men they are. I really think they are pretty nice fellows out there trying to do a good job for management and labor.

MR. OWENS. He struck me as a man who knew pretty much what he was talking about. Sometimes a man who is looking at things from afar may observe it more closely than those who are always right at hand. I would have to judge that statement by his other remarks and I thought his other remarks were quite to the point.

If I were to judge that remark by his others I would give it equal credence.

MR. McCANN. Mr. Owens, perhaps you do not know but none of the industry people saw Mr. Doherty in Hollywood. Testimony has been received that none of them approached him or talked with him.

I would like to ask Mr. Sax: Did you ever meet Mr. Doherty in Hollywood?

MR. SAX. The first time I met him or saw him was in this room.

MR. McCANN. And if he formed any judgment with respect to you he formed it here in the room; is that right?

MR. SAX. I would say so; yes.

MR. OWENS. I never met Abraham Lincoln but I have read a great deal about him and had to form my judgment on the things that were written about him.

MR. SAX. Well, they are really doing a good job, Mr. Owens, they are trying to do a fine job; they are stabilizing it and are trying to develop the finest relations between management and labor.

MR. OWENS. When you mentioned Mr. Doherty, what I intended to ask by my question was whether or not you had by your own actions brought about any of this jurisdictional strife?

MR. SAX. No; I have not.

MR. OWENS. Have you encouraged one or the other of these unions?

MR. SAX. No, sir.

MR. OWENS. Just how did this jurisdictional difficulty arise?

MR. SAX. Just which one do you refer to, Mr. Owens?

MR. OWENS. The one that brought about the need for a board of arbitration to be appointed.

MR. SAX. That started with the set decorators. It became quite involved there.

MR. OWENS. Quite involved is a conclusion.

MR. SAX. That was the beginning of the strife in 1945.

MR. OWENS. Well, just what happened?

MR. SAX. Well, the set decorators had a case before the NLRB. There was an intervention, I believe, placed by the IATSE. There was no action we could take in that respect so that brought about the strike.

MR. OWENS. That was under the old act and under that act there was nothing you could do?

MR. SAX. That is right.

MR. OWENS. Then what happened?

MR. SAX. We did not know exactly what to do. The IATSE had, as I say, placed this intervener on record or had intervened in this particular case. We did not know whom we were actually doing business with, whether it was the IATSE or whether it was with the 1421 set designers local.

MR. OWENS. Did the NLRB render a decision in the matter?

MR. SAX. I do not think there was any decision rendered. I believe a strike occurred.

Mr. OWENS. You mean while it was pending before the NLRB?

Mr. SAX. I think so.

Mr. OWENS. Well, you are a labor relations man; would you not know?

Mr. SAX. I am not too sure.

Mr. OWENS. You do not want me to have Mr. Dougherty's words come back in my ears, do you?

Mr. SAX. No, sir.

Mr. OWENS. I mean do you not recall what took place?

Mr. SAX. Well, this case, as I understand—a strike occurred while this case was being heard or about to be heard, I believe. The strike occurred in March.

Mr. OWENS. That is the point I would want quite definite information on. Who struck while that matter was before the NLRB?

Mr. SAX. The conference of Studio Unions.

Mr. OWENS. Are they the ones who filed the complaint in the first instance?

Mr. SAX. I believe so; yes.

Mr. OWENS. You are always saying, "I believe so, I think so." That does not mean a thing to me, really it does not. I am looking for information that you know about because I do not know who else to ask. I cannot ask the labor relations man.

Mr. ZORN. Mr. Owens, could I suggest there are a lot of legal complications that Mr. Benjamin could clarify for you.

Mr. OWENS. Each time I speak to someone they refer to someone else. Of course I begin to forget just who it is that is going to give me the information.

Mr. SAX. I think the lawyers could give you that information much better than I.

Mr. OWENS. On the labor relations?

Mr. SAX. On the particular details of this case.

Mr. OWENS. They generally get in on it after the trouble starts. I am trying to find out just how the trouble started before the lawyers came in.

Mr. SAX. As I say, on this particular case I believe they could give you more details and much better information. They are better qualified than I.

Mr. OWENS. The lawyers are going to come on to testify?

Mr. SAX. Yes, sir.

Mr. OWENS. It looks as though we will have to wait for them. That is all, Mr. Chairman.

Mr. KEARNS. Mr. Counsel, do you have any questions?

Mr. BODLE. Mr. Chairman, I have some questions.

Mr. McCANN. Yes, sir; we have one question that has been submitted by Mr. Levy. It is a rather long question. I hope you will pardon me for taking the time.

Mr. Levy, of the IATSE counsel, asks this question: Did you not know that Mr. Walsh wrote the following letter as to his attitude concerning the so-called clarification? I will read the letter:

ASSOCIATION OF MOTION PICTURE PRODUCERS, INC.,

5504 Hollywood Boulevard, Hollywood, Calif.

GENTLEMEN: I have received from President Green, of the American Federation of Labor, a communication enclosing a copy of a statement described as

"clarification" of the decision in the Hollywood jurisdictional dispute made by Vice Presidents Knight, Birthwright, and Dougherty, dated December 26, 1945. It is the contention of this international union that the so-called clarification was issued without authority and in violation of the Cincinnati agreement to which this international alliance, yourselves, and the other international unions involved were all parties. The Cincinnati agreement in making provision for the creation of the three-man committee specifically provided that the parties thereto accept the committee's decision as final and binding.

If the committee's decision as originally rendered is not fully complied with by you, this international will take such action as may be necessary to protect its interest.

Yours very truly,

RICHARD F. WALSH,
International President.

Mr. SAX. Yes; I think I have seen that letter.

Mr. McCANN. The next question: Isn't that in substance what Mr. Walsh said at the August meeting you testified about?

Mr. SAX. Yes; I believe it is.

Mr. McCANN. Questions submitted by Mr. Bodle, counsel for the painters: Isn't it true that the War Labor Board took jurisdiction of the dispute between the producers and the set decorators and issued an order requiring the producers to bargain with the set decorators?

Mr. SAX. I think that is true.

Mr. OWENS. Just a moment, Mr. McCann. He thinks it is.

Mr. McCANN. Well, it is true, Mr. Chairman.

Mr. OWENS. Well, if these questions are going to mean anything—the gentleman always says he thinks it or believes it. Do you know whether it is true or not, Mr. Sax?

Mr. SAX. I am reasonably sure that is true, yes; I think it is true.

Mr. OWENS. Have you any personal knowledge of that?

Mr. SAX. I am sure that is right; yes.

Mr. KEARNS. Well, we know that is true.

Mr. McCANN. Is it not true that the producers refused to abide by the War Labor Board decision?

Mr. SAX. Yes, we did not abide by it, that is true.

Mr. McCANN. Is it not true also that when the set decorators affiliated with the painters the producers by their contract were required to either recognize the new affiliation, or cancel the contract?

Mr. SAX. I don't know about canceling the contract, I would not say. I think the attorneys could give you more information on that than I; I really do not know.

Mr. McCANN. You do not know?

Mr. SAX. That is right.

Mr. McCANN. Is it not true that the producers did neither? In other words, the producers neither recognized the new affiliation nor canceled the contract?

Mr. SAX. It is possible that might have been so, yes.

Mr. McCANN. As a matter of fact, it is in the record that they did not do either.

Another question submitted by Mr. Levy of the IATSE legal staff:

Didn't the producers submit that the War Labor Board had no jurisdiction to render a decision and that it was a matter for the Labor Relations Board?

Mr. SAX. That is true.

Mr. McCANN. Any other questions?

Mr. OWENS. That is the point I was trying to bring out before, Mr. Sax, as to what you knew about this National Labor Relations Board matter. You do know they refused to follow the order of the War Labor Board and contended, maybe properly so, that it was a matter for the National Labor Relations Board?

Mr. SAX. Yes.

Mr. OWENS. Then there was a proceeding before the National Labor Relations Board?

Mr. SAX. Yes.

Mr. OWENS. Was that before or after the War Labor Board's decision?

Mr. ZORN. Mr. Owens, we can clarify that in a moment.

Mr. KEARNS. Just a moment, please.

Mr. SAX. I am not sure about that, I am not sure whether it was before or after.

Mr. OWENS. Those are points which the attorneys and others who follow you will be able to clear up?

Mr. SAX. That is right.

Mr. McCANN. That is all, Mr. Chairman.

Mr. KEARNS. I would like Mr. Zorn to come to the stand, please. Now I am letting Mr. Owens question Mr. Zorn about this. If any other counsel wants to take the stand and enlighten the Congressman further, we would be very glad to have you take the stand at this time.

Mr. ZORN. I have already been sworn.

Mr. KEARNS. That is right. Proceed, Mr. Owens.

TESTIMONY OF BURTON A. ZORN—Recalled

Mr. OWENS. When was this matter before the War Labor Board about which Mr. Sax just spoke?

Mr. ZORN. I can give you this matter in sequence so that you will have the story very clearly.

Mr. OWENS. Fine; go ahead.

Mr. ZORN. Sometime in the fall of 1944, about October of 1944, the painters' union filed a petition with the National Labor Relations Board for representation over certification for this group of set decorators, or as we call them, set dressers. They are sort of interior decorators.

Then the IATSE filed an intervention petition just about that time. This was sometime around October 1944.

When the IATSE filed this petition, this intervention petition, the painters' union withdrew their original representation petition. Immediately after that there was a strike of very short duration, sometime in October of 1944. It was a strike lasting about 2 or 3 days called by the painters.

The War Labor Board was in existence at that time. The War Labor Board requested them to go back to work and told them they would appoint an arbitrator.

Mr. OWENS. How did the War Labor Board come into the proceeding?

Mr. ZORN. Because this was during the war period. I do not know precisely who called the board in but in any event there was a strike.

Mr. OWENS. That is important, I think.

Mr. ZORN. I think they may have moved in on their own motion because it was their custom at that time if there was a strike in violation of labor's no strike pledge the War Labor Board, of course, was interested in getting it settled as quickly as possible.

The War Labor Board then proceeded to appoint an arbitrator.

The IATSE—the arbitrator started hearings on the coast on this issue sometime in the latter part of 1944 or the very early part of 1945, either January or early in February.

Mr. OWENS. After the strike was concluded?

Mr. ZORN. The painters went back to work after a 3-day strike. This is a minor strike. I will come to the major strike in a moment.

Mr. OWENS. But the War Labor Board proceeded with hearings after the strike ended?

Mr. ZORN. That is right.

Mr. OWENS. Why?

Mr. ZORN. Apparently the strike was ended. As the War Labor Board practiced in those days they apparently assured the striking parties they would get some form of relief. Apparently they agreed they would appoint an arbitrator to settle it.

Mr. OWENS. Now we are getting somewhere.

Mr. ZORN. I do not think anybody knows precisely.

Mr. OWENS. You are skipping some mighty important details.

Mr. ZORN. I just do not know them, Congressman. If Mr. Benjamin, who was out on the coast at the time knows that particular detail, he will supply it.

I just want to give you the sequence without a lot of these conclusions that have been entered into here.

Mr. OWENS. I am just breaking in when I think there is an important matter which is being left out, to find out why they proceeded this way, who brought it about and why they should continue after the strike ended.

Mr. ZORN. Having practiced in many cases before the War Labor Board and knowing its procedures pretty well—I am guessing now—but I am pretty certain what happened was they were anxious to get this strike settled quickly. They gave certain assurances to the striking union that if the strike were over they would then proceed to dispose of this matter through the process of appointing an arbitrator.

When they appointed this arbitrator, Mr. Tongue, he started hearings on the coast on this matter sometime I believe in January of 1945.

The IATSE took the position immediately that the War Labor Board was utterly without jurisdiction to determine a question of jurisdiction between unions. They refused to appear at those hearings.

The producers appeared but they took the same position for this reason: Under the powers of the War Labor Board, particularly Executive Order 9017, there is a specific provision. I do not have a copy with me but my recollection is very good. There is a specific provision there and also in the Stabilization Act of 1942 providing that the War Labor Board had no jurisdiction in essence to encroach upon the jurisdiction of the National Labor Relations Board. There was a specific provision both in the Executive order and in the stat-

ute to the effect that the War Labor Board had no authority when there were other means of settlement or adjustment such as the National Labor Relations Board, and as a matter of policy regulations were issued subsequently which made that very clear.

Mr. OWENS. That was why I was so interested in knowing why the War Labor Board insisted upon being in there which they knew they should not be.

Mr. ZORN. Yes. Simply because they moved very rapidly I think. They saw a strike and I think some of their subordinate agents thought they had that authority, but under the statute and under the Executive order in my opinion they had no such authority.

After this order came down in essence the arbitrator held: First, it is an immediate proposition that the studios should recognize local 1421 of the painters union, but he suggested the matter was really a representation issue and though there be an interim recognition of the painters union, that the parties proceed to have the matter determined by the National Labor Relations Board, the agency that was set up to determine questions of jurisdiction.

Mr. OWENS. They made a temporary determination of something that belonged to the National Labor Relations Board?

Mr. ZORN. That is exactly right. This decision came down sometime in February, this arbitrator's award, sometime in February of 1945. The IATSE immediately notified the producers that the War Labor Board was without jurisdiction; that the arbitration award handed down was a nullity and that if we recognized local 1421 they threatened forms of economic sanction.

Counsel for the producers analyzed the problem. It was discussed. We agreed that the War Labor Board had no jurisdiction but that the matter had to be settled and settled quickly, so we did two things.

We filed an immediate appeal from the arbitrator's decision to the War Labor Board and at the same time we filed an employer's representation petition with the National Labor Relations Board.

Mr. OWENS. When you say "we," whom do you mean?

Mr. ZORN. The studios, the employers. The employers filed a petition before the National Labor Relations Board to determine the issue of representation. My recollection is that as of that time the IATSE advised us that the National Labor Relations Board was the proper agency and that they would go along with and abide by any determination made in the representation proceeding before the National Labor Relations Board.

Mr. OWENS. Who did they inform that of?

Mr. ZORN. They advised the producers.

Mr. OWENS. Did they say that by letter?

Mr. ZORN. I believe there is a letter in the record, either a telegram or a letter to the effect that they would abide by the National Labor Relations Board's determination.

Pursuant to the petition which we, the producers, the employers, filed, the National Labor Relations Board started hearings on the representation issue early in March of 1945. On March 12, 1945, while the proceedings were still pending and the hearings were going on on this representation issue, the painters union, local 1421, withdrew from the hearings and immediately called a strike.

Mr. OWENS. This was the one that had originally filed the petition with the War Labor Board back in the fall of 1944; is that correct?

Mr. ZORN. That is correct, and the one which withdrew when the IA intervened. When the employers filed a petition they went along with 1, 2, or 3 days hearing and right in the middle of the hearing they withdrew and started the strike. For your information, Congressman, in some of the subsequent NLRB litigation on this issue, the National Labor Relations Board said they defied the orderly processes of law and in their decisions have castigated the painters for what they did while the proceedings were going on.

That strike was instituted by the painters union but the painters union was merely one of the unions in this entire group of conference of studio unions. The other unions immediately recognized their picket line so that we had a strike not merely by the painters, or that particular local of the painters, but we had the carpenters, who were not then members of the conference of studio unions, observe the painters' picket line and there were a variety of other craft unions which were members of the CSU which also observed the picket line.

It immediately became apparent, however, within a few days after the strike had started, that it was not merely a strike over recognition for this small group of set dressers—there were only about 37 employed in the studios—because the carpenters immediately asserted—and there was some prior correspondence prior to this time in which they asserted they had jurisdictional beefs which they wanted settled.

Mr. OWENS. Had that matter been brought up prior to that time?

Mr. ZORN. There is in the letters, as I recall it, a letter from Mr. Hutcheson to Mr. Pat Casey, who is labor relations chief for the studios, in which Mr. Hutcheson says he is sick and tired of this controversy and this matter of profit-maker jurisdiction and it should be settled.

But aside from that letter and possibly some conversation Mr. Casey might have had with Mr. Hutcheson there had been no threat of strike by the carpenters prior to this.

Mr. OWENS. Did you have a contract with the carpenters?

Mr. ZORN. At that time we did.

Mr. OWENS. And you had contracts with the other groups also?

Mr. ZORN. Oh, yes, with all of them.

Mr. OWENS. Did you have a contract with the painters?

Mr. ZORN. Yes, sir, and as a matter of fact we took the position before the National Labor Relations Board subsequently that the strike was in violation of certain no-strike commitments in those contracts. But then some very curious things happened. I don't know whether you want to know about them or not but among the decisions of the National Labor Relations Board was the decision known as the Columbia Pictures case, in which they finally determined that——

Mr. KEARNS. We have all that in the record.

Mr. ZORN. I did not know whether Congressman Owens wanted to know that.

Mr. KEARNS. Well, he can read the record.

Mr. ZORN. That was the sequence of events which led to that.

Mr. OWENS. I have a habit sometimes of drawing out a few things that are in the record or that might be in the record in a believe-and-

think way, but I want facts. There is too much believe and think in the record. That is why I am asking for the facts now.

Mr. KEARNS. Do you want to summarize that Columbia Pictures case in a short paragraph?

Mr. ZORN. If you are interested.

Mr. KEARNS. All right, go to it.

Mr. ZORN. What happened was this: The strike was in violation of these agreements. We still had this employer's representation proceeding on which hearings were had and which went to the Board. Finally the issue before the National Labor Relations Board was this:

After the strike in violation of the agreements the studios employed other men to do the set decorating work, so we had the issue as to who was going to vote in this election. The National Labor Relations Board made this very peculiar decision, a 2-to-1 decision.

The said they would permit both replacements to vote and they would permit the strikers to vote.

Mr. OWENS. You mean it would all be cast in the same ballot box?

Mr. ZORN. That is correct.

Mr. OWENS. Without being set aside subject to objection?

Mr. ZORN. What actually happened was that all of the votes were challenged. The painters challenged the replacement votes and the IATSE challenged the strikers' votes.

Mr. OWENS. Were the votes kept in a separate box?

Mr. ZORN. They were sealed.

Mr. OWENS. But sealed in a separate box?

Mr. ZORN. Under the ordinary procedure they were sealed and then the Board made the decision that all the votes should be counted. As result of that my recollection is that when they counted all the votes the painters won the election by two votes, 53 to 51.

Mr. KEARNS. How many members were there in the union?

Mr. ZORN. You mean of the set dressers?

Mr. KEARNS. Yes.

Mr. ZORN. Originally there were about 40 to 50 actual set dressers.

Then, when the strike occurred, certain men who had not done set-dressing work before were trained to do it so that you had this additional group who participated in the election.

Mr. OWENS. What was the reason for that election? Will you give me that again?

Mr. ZORN. The reason for the election was this: We had filed the producers' petition for representation to get this issue settled.

Mr. OWENS. I knew that, yes.

Mr. ZORN. Then despite the pendency of that petition the painters struck.

Mr. OWENS. Yes, I have that.

Mr. ZORN. Then the hearing was finally concluded. The strike did not prevent the Board from proceeding, they went ahead. We hired replacements in the meantime.

Mr. OWENS. On the representation proceeding?

Mr. ZORN. Yes, sir; as a matter of fact that decision has been overruled completely by your legislation in Taft-Hartley which specifically provides that strikers who have been replaced are ineligible to vote.

Mr. OWENS. That is not when they have gone out because of an unfair-labor practice.

Mr. ZORN. In the absence of an unfair labor practice you are perfectly right about that, but your report showed you referred specifically to this Columbia Pictures decision.

Mr. OWENS. Which was purely an economic strike.

Mr. ZORN. No question about it and a strike in violation of agreements.

Mr. OWENS. Yes; I think we took care of that.

Mr. ZORN. I am sure you did.

Mr. OWENS. Go ahead, Mr. Zorn.

Mr. ZORN. Did you want me to go any further than that?

Mr. OWENS. No; that is enough on that.

Mr. ZORN. I think that covers that phase of the situation.

Do you want to go into that \$64 question which you have asked and some of these other questions?

Mr. OWENS. Are you through with that?

Mr. ZORN. I am through answering these particular questions you had in mind with respect to Mr. Sax.

Mr. OWENS. I asked Mr. Sax some other questions with respect to the relationship of the final difficulty which arose, which I think was later in 1945 or 1946, was it not?

Mr. ZORN. Just to set the record straight on that, the 1945 strike which I have described was finally settled by the Cincinnati agreement where we all agreed to be bound by the decision of this committee. Then things went along fairly well.

Mr. OWENS. In other words, that difficulty kept up for a year?

Mr. ZORN. It started in March of 1945 and was terminated at the end of October 1945. It was not a year. It was between March and October 1945.

Then when the three-man committee was agreed to the strike was terminated at that time, as of October 31, 1945.

Then in 1946 we ran into this new situation resulting from the so-called clarification and the ultimatum of the carpenters which was given to us in September 1946. That precipitated the 1946 strike.

Mr. OWENS. My question before was what did the management do to aid one party or the other that might have caused this friction?

Mr. ZORN. So far as I know the situation—and I think I know it pretty intimately—management did nothing. They had made this agreement in settling the 1945 strike. They had agreed to be bound by an arbitration award that was to be final and binding and both legally and morally they were obligated to live up to it.

The difficulty was created not by anything management did, but because Mr. Hutcheson insisted on getting the so-called clarification of an arbitration award, which was a reversal of the award.

Mr. OWENS. But to get back to the other point, you have given me these little facts about the painters, but what was behind it all?

Mr. ZORN. Behind it?

Mr. OWENS. Yes; just give me the facts. You have not given them to me in that little statement about what the painters did. There must be something deeper than that.

Mr. ZORN. I think I can give you that, too.

Mr. OWENS. Will you please give that to me?

Mr. ZORN. The painters had this row about the set dressers, but the carpenters also had some gripes of their own.

Mr. OWENS. You say they had some gripes of their own, but you do not tell me what they are.

Mr. ZORN. I will tell you what they are about. This developed as the strike went on. That is the only way I can tell it to you.

The record shows that immediately after the strike was called Mr. Walsh of the IATSE talked with the various international presidents. He told them the strike was in violation of the basic agreements. You will remember that the carpenters went out and supported this strike.

Mr. OWENS. Which, of course, they could not do under the present act, either?

Mr. ZORN. They could not legally do it, and, as a matter of fact, they were violating their agreements when they did it back in 1945.

The record shows it became apparent very quickly that Mr. Hutcheson of the carpenters was supporting this strike and he wanted certain jurisdictions straightened out; that there were certain meetings in New York toward the end of March 1945, between Mr. Walsh and Mr. Hutcheson in which efforts were made to settle jurisdiction as between the carpenters and the IATSE.

Mr. McCANN. Mr. Chairman, may I interrupt a minute? I hate to do this, but we have hundreds of pages of testimony covering this material in the record. What he is about to start on has been testified before us by two or three witnesses.

Mr. OWENS. Mr. Chairman, I will have to object to Mr. McCann's objecting. I want this material. I do not care what is in the record.

Mr. McCANN. What I want to say to you, sir, is that we have men who were there who testified, rather than Mr. Zorn, who was not there. He is giving you hearsay testimony with respect to matters when he was not there. He is giving you a lawyer's statement.

Mr. OWENS. That is a good point.

Mr. McCANN. I have in the room here men who were there.

Mr. OWENS. That is a good point.

Mr. McCANN. I have presidents of unions who want to testify and men who have not been heard. These men have been heard.

Mr. OWENS. You were not there?

Mr. ZORN. I was simply referring to the record.

Mr. OWENS. All the time when I am asking for facts I am asking for something that you know.

Mr. ZORN. I was not at that meeting, sir.

Mr. OWENS. That is one point I want to cover, only what you know.

Mr. LANDIS. If the gentleman will yield, I think it very important that he answer the \$64 question. If I understand him right, the way he puts it as to why they did not take advantage of the Taft-Hartley Act.

Mr. OWENS. Oh, I was coming to that. That was to be the dessert. I was trying to lead up to that point to find out how you participated between 1945 and 1946, in order to find out what position you would be in to answer that question.

Mr. ZORN. I can answer that.

Mr. OWENS. What did you do that you had personal knowledge of?

Mr. ZORN. I was one of labor counsel in this situation. My headquarters are in New York. I was in relation with the president on labor matters. In other words, on labor questions I am supposed to be the specialist.

I would advise them and I spent considerable time on the west coast during the strike working in conjunction with the other labor counsel for the industry. I have been in various of these Labor Board proceedings and have handled various of these Labor Board proceedings and War Labor Board proceedings. To that extent I have been in the picture quite a bit. I was not, however, at this particular conference I started to tell you about.

Mr. OWENS. I want to know what you did between 1945 and 1946, which will give me the facts showing you were in a position to advise management with respect to their final action, if any, before the National Labor Relations Board.

Mr. ZORN. I prepared and argued some of the representation cases before the National Labor Relations Board in Washington, the Columbia Pictures case in particular.

Mr. OWENS. When was that?

Mr. ZORN. That was during 1945.

Mr. OWENS. That was the dispute with respect to the War Labor Board decision and the National Labor Relations Board decision?

Mr. ZORN. That is correct.

Mr. OWENS. After the amendment was passed last year to the National Labor Relations Act which went into full effect on August 22, what steps, if any, did you take with regard to advising the company then?

Mr. ZORN. With respect to action under the act or with respect to the general strike situation?

Mr. OWENS. Action under the act.

Mr. ZORN. There is no mystery about that because I discussed that question very fully with Mr. Hartley in New York last September.

Mr. OWENS. That is off the record, you mean?

Mr. ZORN. We had a discussion as to why we did not use the act. I will tell you what our reasons were.

Mr. OWENS. Tell me what you did and then tell me your reason.

Mr. ZORN. We decided because of the complications involved in this situation and because of the practical situation of a strike which was virtually or almost completely terminated, that it would not be a proper thing or the wise thing to invoke the provisions of the act.

Mr. OWENS. What do you mean by complications?

Mr. ZORN. Well, I will go into that. In the first place you had a strike here which started almost a year or quite a number of months prior to the time when the act became effective. It was a jurisdictional matter. You had a situation where the act itself preserved the rights of replacement workers, if the strike was not caused by unfair labor practices.

Mr. OWENS. What did you say there again?

Mr. ZORN. Where the act itself protects men who have been hired. In other words, you have a jurisdictional question.

After the strike, and according to the testimony you have heard thus far, when we decided: One, that we were absolutely bound to observe the arbitration decision of September 1945, and decided, two, that we would try to keep our studios open, we had to get men to do the work that the striking unions were not doing.

So that in these crafts, the painting craft, the carpenters—aside from the set erection—we had hired other men to do this work and we

had given them permanent jobs. The strikers were not doing it and we had to get other men to do it.

Now as I understand the act the rights of those men are protected. we cannot throw them out on their ears without violating the law.

That is one problem.

Suppose for the sake of argument this matter had been submitted to the National Labor Relations Board——

Mr. OWENS. Now, don't do that. Just tell me what you did.

Mr. ZORN. The things that were motivating in my mind and among the reasons why we advised our people not to bring an unfair labor practice change before the Board were, first, this first complication. The first complication involved the legal considerations. They had replacements who were doing this work. Suppose the National Labor Relations Board—and this is my thinking on the thing and this is what we explained to our people—if the National Labor Relations Board had decided, for example, that that work belonged to the carpenters and not to the IATSE, what would have happened to the men who had been hired in the meantime?

Mr. OWENS. You know that.

Mr. ZORN. I do not know the answer to that because those men have rights. In my thinking on the Taft-Hartley Act you cannot separate out this problem: A determination of work jurisdiction as being different or distinguished from a question of representation.

If you have a group of men on the job who want, for example, the IATSE to represent them and the Board should make a work jurisdictional determination saying that that work belongs to the carpenters, I think you are in a terrifically complicated work situation which I do not see the answer to.

Now there were other considerations——

Mr. OWENS. Now the IATSE and the others have not attempted to invoke the jurisdiction of the Board, have they?

Mr. ZORN. No; because they——

Mr. BODLE. They have, Mr. Owens——

Mr. KEARNS. Just a moment.

Mr. ZORN. Basically there are two proceedings pending before the National Labor Relations Board now.

Mr. OWENS. When did they invoke them?

Mr. ZORN. Not by the employers, but there is one proceeding still pending before the Board.

Mr. OWENS. When was it filed?

Mr. ZORN. About 2 months ago.

Mr. LANDIS. Mr. Owens, just a minute. I would like to clear up that point before you leave it.

Mr. OWENS. I am not going to leave it; I am coming back to that but I want to stay with the last August matter.

Mr. LANDIS. I want to bring out the fact that he has said they did not want to use the Taft-Hartley Act because they were afraid they would decide the carpenters would get the work.

Mr. ZORN. I have not completed that, Mr. Landis.

Mr. OWENS. I will not leave that. I want to go back to where the act was passed in June, the steps you took between June and August, and what you did after that.

Mr. ZORN. Let me explain this to you, because this had considerable to do with our thinking:

As of August 1947, when the act became effective, the unfair labor practice provisions of the act became effective, we had a situation where the strike was to all intents and purposes a dead strike and it is a dead strike today. Let there be no misunderstanding about that.

Mr. OWENS. Why do you say that?

Mr. ZORN. Because the studios are and have been in full operation over a period of many months. They are operating full blast. Men have been hired to do the work that the striking unions refused to do; operations are going along.

As a matter of fact, only comparatively recently, as I understand the situation, all unions other than the carpenters have taken some action by which their members were permitted to go back to work if there were jobs for them.

Mr. OWENS. Do you have a picket line around the plant?

Mr. ZORN. There are what we call token picket lines maintained by the carpenters. There are picket lines but the studios, as I understand and have been informed, there are no mass picket lines. There are a few pickets in front of the studios conducted by the carpenters.

Mr. OWENS. At that time you felt it was a purely economic strike and you were not worried about the token picket line?

Mr. ZORN. Precisely. The strike so far as we were concerned was over and is over now and has been over for many months.

Mr. OWENS. Then what did you do?

Mr. ZORN. We did nothing further because this investigation has been going on. In other words, we have done nothing except this: We have adopted a labor-relations policy in Hollywood that if we have any vacancies in these crafts in which the strike occurred, if there are vacancies the men will be hired without discrimination.

We do not have any contracts with the IATSE with respect to carpenters' jurisdiction, although those demands have been made and refused by us. We have no contract with the IATSE with respect to the painters' jurisdiction, although the IATSE has furnished us with replacements in both situations and has demanded those contracts.

We have a contract with the set erectors, or what I think they call the studio mechanics' local of the IATSE, which was the erection given to the IATSE under the December 1945 arbitration award. Pursuant to that award and pursuant to our consistent policy of observing that award, we have signed a contract with the IATSE for that group prior to the act.

Mr. OWENS. When would your contract ordinarily expire in 1947?

Mr. ZORN. With the IATSE we have an existing contract on the international level which is a contract for at least 5 years' duration and does not expire until some time in 1949.

But with respect to wage adjustments and matters of that kind, there are provisions for wage reopening either every year or every 2 years. I am not certain.

Mr. OWENS. In other words, insofar as the terms of the contract are concerned, such as the closed-shop provision, and so forth, you knew you had until August 22, 1948; is that true?

Mr. ZORN. That did not involve our IATSE international contract, because that is a contract which does not expire until 1949.

Mr. KEARNS. That is what you signed last August?

Mr. ZORN. No, sir. Let me clear that up. Our basic contract with the IATSE is a contract of a number of years' standing, signed long before the passage of the Taft-Hartley Act, and which by its terms contains a closed-shop provision.

Mr. OWENS. But you do not expect it to operate until 1949.

Mr. ZORN. It runs until 1949, and which, of course, the act could not affect, because it was a preexisting contract in operation for that period of time. That is our IATSE situation.

Mr. OWENS. That is your interpretation of it?

Mr. ZORN. That is correct. That is a contract signed a number of years prior to the act, and the contract exists until 1949.

Mr. OWENS. What about the other unions?

Mr. KEARNS. Wait just a minute right there. What about the other unions? We will cross that off for just a minute.

I want to take this other gentleman, Mr. O'Connor, and then we will bring you right back on the stand.

(Mr. O'Connor was duly sworn as a witness.)

Mr. KEARNS. Mr. McCann, will you identify the witness?

TESTIMONY OF JOHN O'CONNOR, VICE PRESIDENT, UNIVERSAL PICTURES, INC., NEW YORK, N. Y.

Mr. McCANN. Mr. O'Connor, will you please state your full name, your address, and your telephone number?

Mr. O'CONNOR. My name is John O'Connor. I live at No. 7 Stratford Road, Larchmont, N. Y. My telephone number is Larchmont 2-4249; city telephone number is Plaza 9-8000.

I am vice president and assistant to the president of Universal Pictures, Inc., 445 Park Avenue, New York City.

Mr. McCANN. Who is the president of your organization?

Mr. O'CONNOR. Mr. N. J. Blumberg.

Mr. McCANN. Where is he today, sir?

Mr. O'CONNOR. Mr. Blumberg is today in London, England.

Mr. McCANN. Was Mr. Blumberg present on September 12, 1946, at a meeting of the presidents in New York City?

Mr. O'CONNOR. He was.

Mr. McCANN. Were you present?

Mr. O'CONNOR. I was.

Mr. McCANN. You are here, I believe, to take the place of Mr. Blumberg and tell us what took place at that presidents' meeting?

Mr. O'CONNOR. Yes, sir.

Mr. McCANN. Will you tell us in your own words just what occurred?

Mr. O'CONNOR. The meeting of September 12 was called as the result of the ultimatum of the carpenters to consider what action should be taken. It was called at the offices of the Motion Picture Producers Association of America, 28 West Forty-fourth Street. It took place around noon on September 12. It was presided over by Mr. Eric Johnston, president of the Motion Picture Producers Association.

As I recall, Mr. Schenck was present, Mr. Balaban, Mr. Michel, Mr. Blumberg, and, naturally, myself. I do not recall who else was there.

The matter of keeping studios open was considered. There were some who were in favor of closing and some who were not.

Mr. Blumberg, as I recall distinctly, was against closing the Universal Studio. At that time we had merged our producing company with an independent company known as International Pictures. We had taken on terrific responsibilities in the way of contracts which International had. We had changed our policy of leasing 50 pictures a year on a volume basis to a quality basis of making 18 pictures a year, to be sold individually under the new selling system then going into effect.

We had made large commitments for new office space at Park Avenue at Fifty-seventh Street because of our increased volume of business.

We had made arrangements to build new exchanges in 28 cities in the United States and because of preferred stock and debenture issues which called for large cash outlays, we called a number of people employed by the company not only in Hollywood but throughout the world; although we would have liked to close and get the issue settled once and for all, if we could, we had no other course left open but to keep going as best we could because we had these responsibilities.

Mr. McCANN. Were you there when it was decided that the studios were to be kept open and a committee was sent out to so advise the labor committee in Hollywood?

Mr. O'CONNOR. A discussion took place on the telephone in a room across the hall from the board room of the Motion Picture Producers' Association, a small room. I did not take part in the discussion because Mr. Blumberg was there. They held a discussion with the labor committee in Hollywood and talked out the problem back and forth.

As I recall it, as far as we were concerned, we decided we would keep going as best we could.

Mr. McCANN. You have perhaps heard me read into the record the report that Mr. Kahane gave to the meeting in Hollywood on the 12th, with respect to the instructions, with respect to the opinions of the presidents in New York. I want to read that to you and see if this corroborates your opinion of what took place.

In the minutes of the producers labor committee on September 12, 1946, it is said:

Mr. Kahane reported the recent conversations with the presidents and Eric Johnston which contain the following recommendations:

Lay off carpenters if they refuse to perform the services to which they are assigned.

Do you remember that being determined?

Mr. O'CONNOR. No; I do not.

Mr. McCANN. You do not remember that being determined?

Mr. O'CONNOR. No; I do not. I was not in the discussion with the studio labor representatives.

Mr. McCANN. I understand that you were not in the meeting of the producers, but do you remember the presidents decided that was the course to be followed?

Mr. O'CONNOR. I do not know what they advised the studio labor committee to do, Mr. McCann.

Mr. McCANN. You recall only that they decided to keep open?

Mr. O'CONNOR. Yes, sir.

Mr. McCANN. But you did not hear the conversation between the presidents and the labor committee?

Mr. O'CONNOR. No, sir; because it was on the telephone.

Mr. McCANN. And it was in a different room?

Mr. O'CONNOR. In the room across the hall from the board room.

Mr. McCANN. I think that is all, Mr. Chairman. Any questions, gentlemen?

Mr. O'Connor, I want to say to you that you are the first witness appearing before this committee, among the presidents or vice presidents, who has given a lucid reason, insofar as his own company was concerned, as to why you had to keep open.

Mr. O'CONNOR. Thank you.

Mr. OWENS. I think Mr. McCann, as counsel for the committee, we could not sit here and agree with you on that, so that would have to be your own statement, of course.

Mr. McCANN. Mr. Owens, have you heard any other president explain the condition in his company which necessitated that?

Mr. OWENS. I thought they were quite lucid.

Mr. McCANN. If I in any way reflected upon their not being lucid, I definitely want to remove that statement, but I am stating, Mr. Owens, I feel Mr. O'Connor has presented factual conditions with respect to his company and the reasons why the action was taken, which have not been given to us by any other president. I do not believe you could question that.

Mr. OWENS. Well, that is different.

Mr. McCANN. Mr. Cobb submits this question:

"Was your representative on the Hollywood labor committee authorized to act for your company in the August and September 1946 committee meetings?"

Mr. O'CONNOR. Mr. Clifford Work, the general manager at Universal at that time was always in constant contact with Mr. Blumberg. Mr. Blumberg was on the coast; Mr. Work contacted him there. If Mr. Blumberg was in New York, Mr. Work talked to him on the phone. It was Mr. Blumberg's practice to talk to Mr. Work once or twice a day, every day of the week. He was in constant touch with everything that went on.

On any action which was necessary for him to take he got Mr. Blumberg's approval. If Mr. Blumberg had any instructions to transmit, he transmitted them to Mr. Work to carry out.

Mr. McCANN. I thank you for that statement, too.

Now, the next question:

"Does your company stand behind the actions taken by your representative in Hollywood?"

Mr. O'CONNOR. I imagine it does. If the representative took those actions he was instructed to take whatever actions he took, therefore the company must stand behind him.

Mr. McCANN. Thank you very much.

Mr. KEARNS. Mr. O'Connor, I want to thank you for coming before the committee and I agree with Mr. McCann's statement.

Mr. Zorn.

TESTIMONY OF BURTON A. ZORN—Recalled

Mr. OWENS. Mr. Zorn, I believe we were discussing just what took place between June and August, and I asked you about the other unions. What was done, if anything, with respect to them?

Mr. ZORN. Let me get a list of them, please.

Mr. OWENS, aside from this basic IA contract, which by its terms does not expire until August 1949—

Mr. OWENS. Those were made in August of 1944, then?

Mr. ZORN. They go back to 1944; that is right.

Mr. OWENS. That was just before the difficulty with the painters arose; was it not?

Mr. ZORN. That is right, but it had no relationship to that problem at all.

Mr. OWENS. You are sure of that?

Mr. ZORN. Absolutely none. In other words, they were contracts which affected all of the IA work and all of the IA locals. There was no relationship. It was a renewal of the previous contract with the international on an international level.

Mr. OWENS. It is just a coincidence that the difficulty with the painters came right after your 5-year contract with the IA?

Mr. ZORN. That is right, because the prior contract with the IA expired at that time.

Mr. OWENS. It was a 5-year contract also; was it?

Mr. ZORN. Some of those details Mr. Borne can give you a little more than I can, that is, the precise dates of contracts. I do not have all of that.

Mr. OWENS. It is always interesting to know whether you made a contract similar to the one you had before that.

Mr. ZORN. We have always been in closed-shop relations with all of these unions.

Mr. OWENS. But as to whether it was 5 years or 1 year.

Mr. ZORN. They were usually 5-year contracts.

Mr. OWENS. Go ahead and tell me about the other.

Mr. ZORN. As you know, we deal with probably some 48 or 50 unions in Hollywood. There were a number of contracts, non-IA contracts—Teamsters, for example—which were renewed.

Mr. OWENS. Just give me those involved in the proceedings of the arbitrators, which were mentioned in the directive.

Mr. ZORN. If you want specific information on that, I think it would better to have Mr. Boren give you the information on that.

Mr. OWENS. Is he a lawyer, too?

Mr. ZORN. No; he is the labor-relations chief in Hollywood. I can read you a list of them, but I cannot carry in my mind the specific expiration dates of all of the other contracts and the specific contracts which were all renewed.

Mr. OWENS. I haven't necessarily asked for that, but I felt this, if you were the counsel advising them you would have in mind these unions mentioned in the directive.

Mr. ZORN. So far as the directive was concerned, the IATSE was a party to that and a number of other unions are parties to it.

Mr. OWENS. First of all, let us take the painters, paperhangers, and decorators. They were involved in it; were they not?

Mr. ZORN. That is correct, sir.

Mr. OWENS. What was done with them between June and August of 1947?

Mr. ZORN. They were tied in with this so-called treaty of Beverly Hills that you heard about yesterday.

Mr. OWENS. The one of July 1946?

Mr. ZORN. July 2, 1946; that is correct.

You heard the testimony on that?

Mr. OWENS. Yes.

Mr. ZORN. But no contracts have been signed with them other than that so-called Beverly Hills treaty, because they have been on strike ever since.

Mr. OWENS. In other words, they are just going along under working conditions, or were they not working for you at all?

Mr. ZORN. They were working for us until some time in September of 1946.

Mr. OWENS. That is when you had to take steps to protect yourself on the jurisdictional strife?

Mr. ZORN. That is right.

Mr. OWENS. Then you paid no attention to them at all? Just tell me frankly.

Mr. ZORN. Well, they were out on strike and they have been out on strike ever since.

Mr. OWENS. So you did not deal with them?

Mr. ZORN. We dealt with them in this respect: We did have meetings with them in 1947 which bore no fruit because we could not adjust this major situation, and the same is true of the carpenters.

Mr. OWENS. The same is true of the carpenters, the very same situation?

Mr. ZORN. That is correct.

Mr. OWENS. How about the International Brotherhood of Electrical Workers?

Mr. ZORN. We made a contract with them. Mr. Boren can give you the details. They have sworn off any and all difficulties they might have had with the IA. That has been worked out successfully, and they are now working under a contract.

Mr. OWENS. And with respect to the plumbers and steamfitters.

Mr. KEARNS. They gave up jurisdiction, though, did they not, Mr. Zorn?

Mr. ZORN. Who did?

Mr. LEVY. So did the IA.

Mr. KEARNS. I am not talking about you, I am talking about the electrical workers.

Mr. ZORN. Frankly, I do not recall the specific arrangements made between those two unions. All I know is that they settled whatever difficulties they had, and we made a contract with them.

Mr. KEARNS. But they sacrificed in order to do it?

Mr. LEVY. So did the IA.

Mr. KEARNS. I am talking to Mr. Zorn.

Mr. OWENS. The International Brotherhood of Electrical Workers worked out an agreement with them?

Mr. ZORN. That is right. They are presently operating under a contract that runs until August 15, 1948.

Mr. OWENS. How about the plumbers and steamfitters?

Mr. BOREN. We have no contract with the plumbers and steamfitters.

Mr. OWENS. Are you working with the plumbers?

Mr. BOREN. We are not working with the plumbers.

Mr. OWENS. Mr. Zorn, do you know?

Mr. ZORN. I do not know that in detail.

Mr. KEARNS. Mr. Boren will give you that.

Mr. OWENS. And the International Association of Machinists?

Mr. ZORN. I would prefer Mr. Boren answer these specific questions.

I really would be guessing at it.

Mr. BOREN. We have no contract with the IAM.

Mr. OWENS. The reason I am asking you these questions is that I feel as an attorney you would have to have in mind what took place with respect to these people who were involved in the directive in order to properly advise.

Mr. ZORN. I am glad you asked that question. The basis for my advice was that with the exception of the painters' and the carpenters' unions, either contracts or working arrangements had been worked out with all the other unions involved in the Cincinnati agreement and in the award.

Mr. OWENS. When you say arrangements, you mean agreements, do you not? It does not have to be written.

Mr. ZORN. That is correct.

Mr. OWENS. So you worked out an arrangement with the International Association of Machinists and with the steamfitters and plumbers; then you have an agreement?

Mr. ZORN. If we did, we have; that is right. In other words, I agree with you, you do not need a written agreement. That is the reason I made the statement before that among the reasons—and I have not covered all of them—why we felt we ought not invoke the provisions of the act as of this time or as of the time immediately after its passage, was because these things were being worked out, and among the reasons was the fact that the strike was a dead strike.

I have other reasons which I would like to go into.

Mr. KEARNS. Pardon me just a moment. That was handled by Mr. Benjamin and the attorneys out there more than by you? You are more or less in New York?

Mr. ZORN. I am in constant touch with them out there, Mr. Kearns. Part of my job is to be in constant touch with the whole situation.

Mr. OWENS. You consider the painters and carpenters are those who are on the outside?

Mr. ZORN. As of now, that is the situation.

Mr. OWENS. That has been the situation since last summer?

Mr. ZORN. Substantially. Since last summer would be correct, I think.

Mr. KEARNS. Mr. Zorn, the set decorators are still out.

Mr. ZORN. They are part of the painters' union.

Mr. KEARNS. Just so you make that clear. Mr. Owens wants to know all this.

Mr. OWENS. So you took no steps at all with respect to NLRB?

Mr. ZORN. That is correct. May I just follow that for a moment?

Mr. OWENS. Yes.

Mr. ZORN. I had started to give you some of the difficulties which were in my mind and in the minds of other counsel. I have not quite covered that.

Mr. OWENS. I think you have covered it pretty well.

Mr. ZORN. Not completely.

Mr. OWENS. If you say it was an economic strike; that you felt you had beaten the strike and that you were willing to proceed and take your chances and let someone else complain. That is virtually what you said, was it not?

Mr. ZORN. They were among the practical reasons and among the legal reasons. There were some other complications we have had in mind.

Mr. OWENS. All right, then give them to me.

Mr. ZORN. I said one of the complications we were concerned about was how the Board could possibly handle this question, because it might have confused it more than it was confused in my judgment, because of the possibilities of the replacement issue gumming up the works.

We had an arbitration award which was a legal, binding award. That issue of jurisdiction had been settled by the agreement of the parties. That settled the issue, so far as we were concerned.

Mr. OWENS. You do not have to go any further than that. The reason I inquired before was that I had the impression this strike was still causing bloodshed and difficulty.

Mr. ZORN. Oh, no.

Mr. OWENS. Now, of course, if it were not, then there was no reason to invoke jurisdiction of the Board for the purpose of obtaining an injunction. You were not concerned with that?

Mr. ZORN. That is correct. In my judgment it is not a current labor dispute and has not been a current labor dispute for many months.

Mr. OWENS. You covered that point.

Now, what took place with respect to the unions after that?

Mr. ZORN. Which ones are you referring to?

Mr. OWENS. Any of them that might have been dissatisfied which you said did invoke the jurisdiction of the Board.

Mr. ZORN. I will give you that information. I do not know the precise date, but about 2 months ago, approximately, a group of individuals who claimed to be members of these various unions, filed certain charges with the National Labor Relations Board on the coast, asking the Board to invoke the jurisdictional strike provisions of the act and to have the Board move on that.

There have been no hearings on them. The matters, as I understand, are under investigation and the Board is to make some disposition, either to direct that hearings will be held or to dismiss the charges which have been filed, for any number of legal reasons.

Mr. OWENS. No complaint has issued on the charges filed?

Mr. ZORN. That is right, and the Board has not decided whether to dismiss the charges or order hearings. In addition to that, there are certain other charges which have been filed by Mr. Cobb alleging before the Board refusal to bargain, conspiracy, and a lot of other items which are also in an investigative stage now.

Mr. OWENS. I will get to them next, but who are these individuals or unions that filed the first charge?

Mr. ZORN. These are individuals, men who at one time or another worked in the studios. We have not been able to identify them all as yet.

Originally, when the first charge was filed, I think there were 15 individuals who were named as the charging parties. We ascertained that some of them were now working in the studios; some had never worked in the studios at all, and that whole matter is under investigation.

Mr. OWENS. That takes care of that. Now, the one that Mr. Cobb filed, when was that filed?

Mr. ZORN. I would think within the last 6 or 8 weeks. I am not sure of the precise date. I have copies of the charges here and they refer in great detail to the evidence taken by this committee at its west coast hearings as the basis for its charges.

Mr. OWENS. Are there any unions involved?

Mr. COBB. May I interrupt to make a statement?

Mr. KEARNS. No; let him complete the statement.

Mr. ZORN. Mr. Cobb just gave me a copy of the document. On the face they read as "Charges by individual members of the United Brotherhood of Carpenters and Joiners of America, Local 946."

I do not recall the precise date, but my recollection is they were filed within the past 6 or 8 weeks. Mr. Cobb could probably supply the exact date.

Mr. COBB. They were filed during October of 1947. I do not locate the exact date here, but from recollection they were filed during October.

Mr. OWENS. That was evidently filed before the other charge you mentioned?

Mr. ZORN. If they were filed in October, the so-called jurisdictional strike charges which were filed on behalf of these individuals I have described—I have a copy of the original charge, or I have the amended charge and it indicates it was filed in December of 1947. The original charge was probably filed in November.

Mr. OWENS. Why do you say "jurisdictional charge"?

Mr. ZORN. There are two sets of proceedings. Let me clarify that.

There are what we call the Komaroff charges. They were filed by a Mr. Komaroff as agent for these individuals. Those were charges which asked the Board to invoke the jurisdictional-strike provisions of the act, to determine the issue of jurisdiction.

Mr. OWENS. For the individuals?

Mr. ZORN. The individuals make the charges and request the action. Whether they can properly do so or not is something the Board will have to decide.

The other set of charges which we call the Cobb charges, which were filed by Mr. Cobb as attorney, are the charges brought on behalf of the members of the Carpenters Local 946 and which, as I read them, do not ask the Board to determine the jurisdictional question but simply charge and allege a conspiracy, refusal to bargain, and conspiracy to violate the act on the part of the producers and the IATSE.

Mr. OWENS. Dating from what date?

Mr. ZORN. He goes back to the history of it in 1945. For your information, Mr. Owens—you may not know this—Mr. Cobb has filed in the civil courts on the west coast, a civil action based generally on

the same claims and that action was pending prior to the commencement of this investigation.

Mr. OWENS. That would seem to go to the point I was mentioning yesterday about fraud, because if there was conspiracy, there may have been fraud running back prior to the original appointment of the arbitrators, and so forth. That appeared to me to be the only way they could overcome that directive.

Mr. ZORN. My own opinion is they are going to have considerable difficulty with their civil suit and their charges before the Labor Relations Board, but that is only my opinion.

Mr. OWENS. You mean the same charges now pending before the Labor Relations Board are now pending in some suit before the district court?

Mr. ZORN. That is precisely correct, and the charges which are now being made and examined in this investigation.

Mr. OWENS. I think I have the picture. That is all, Mr. Chairman.

Mr. ZORN. Do you have any questions, sir?

Mr. KEARNS. No, I have no questions.

Mr. McCANN. We have about a dozen questions from Mr. Cobb.

Mr. COBB. Before those questions are asked, may I ask that inasmuch as the charges filed by the individual company are referred to in the testimony, that we may offer for the record a copy of the charges?

Mr. KEARNS. No objection.

Mr. ZORN. I would be very glad to have that in the record.

Mr. McCANN. Just a moment, please. I want to call attention to the policy which was followed in Los Angeles by the chairman and the policy which has been effect at least as of this date. The testimony that has been elicited the last few minutes is at variance with that policy. That is, that this investigation by our committee was to be kept clear of any litigation by various parties in the courts of the land involving the issues; that our sole interest was to ascertain the cause or causes of the jurisdictional strife and neither to aid nor abet anyone involved in civil litigation.

Now, for that reason I ask the Chair to refrain from introducing the petition of Mr. Cobb in the record of our hearings. We have thus far kept those things out.

Mr. COBB. I respect the ruling on that. I am not offering the petition in the civil action, I am offering the charges filed before the Labor Board which have been referred to, and which show diligence on the part of the carpenters to have a determination by the Labor Board.

Mr. KEARNS. Well, Mr. Counsel, the Chair will consider this before acceptance.

Mr. McCANN. I think that might be prudent. I did not get the distinction which Mr. Cobb had made.

Mr. KEARNS. I caught that right away, but I will consider the situation before the acceptance, Mr. Cobb.

Mr. COBB. I wish the Chair please to observe that I will lean backward to respect the rulings of the Chair and not seek to put anything in this record which varies with the policy of the committee.

Mr. KEARNS. All right, Mr. Cobb. Thank you.

Mr. McCANN. These are questions from Mr. Cobb to Mr. Zorn.

Mr. KEARNS. Mr. Zorn, you may or may not answer these questions from counsel.

Mr. ZORN. Thank you, sir.

Mr. KEARNS. Proceed.

Mr. McCANN. When the 1945 strike ended in October 1945, and the men went back to work, did they return to work under their contracts, or not?

Mr. ZORN. It is my recollection, Mr. McCann, there were no contracts in existence at that time because you will recall that prior to the Beverly Hills treaty there were negotiations and discussions looking toward the making of contracts.

In other words, the contracts had been canceled in March of 1945. There were no contracts in existence at the time of the return of the men to work, so far as the striking crafts were concerned.

Mr. McCANN. This is my question:

Then you contend that although the men returned to work after the cancellation of the contracts, they did not return to work under the contracts in existence prior to the action of the committee?

Mr. ZORN. I believe, Mr. McCann—and I am not certain—what the situation was that the men were returned to work under the previous conditions, I mean, all of the wage and working conditions. But there was no formal reinstatement of any contract, to my knowledge. There were negotiations looking to the making of new written contracts.

Mr. McCANN. In other words, then, the return of the men to work under the directive of the executive council in Cincinnati which was issued as the result of the effort of the producers, did not return those men to the status which they previously enjoyed?

Mr. ZORN. I didn't say that.

Mr. McCANN. Were they under contract prior to the 1945 strike?

Mr. ZORN. They were.

Mr. McCANN. If they were returned to work, and were not returned to work under that contract, were they returned to work under the same status?

Mr. ZORN. They were returned to work under the conditions which prevailed in those contracts. You have asked me a technical question.

Mr. McCANN. You are a technical man.

Mr. ZORN. Not nearly as technical as you, Mr. McCann, sometimes.

You have asked me this technical question, as to whether or not they returned to work, and whether the contracts were legally and formally reinstated. It is my impression they were not. But I did say they returned to work generally under the same conditions, the conditions which existed.

Mr. McCANN. Does that satisfy your question on this particular point, Mr. Cobb, or do you still want me to ask the question?

Mr. KEARNS. The witness still has the right to answer as he wishes.

Mr. COBB. I am not questioning that, sir.

Mr. McCANN. If they returned to work under contracts, if so what contracts, and if not, why not?

Mr. ZORN. I will let Mr. Cobb answer that question.

Mr. McCANN. What governed their conditions of wages and hours of employment after they returned to work? What governed their hours, wages, and working conditions after they returned to work pursuant to the directive of the executive council on October 31, 1946?

Mr. ZORN. I would prefer to answer that question in Mr. Cobb's civil suit.

Mr. McCANN. Whom do you represent?

Mr. ZORN. I represent all of the major motion-picture companies, in labor-relations matters.

Mr. McCANN. Do you favor the arbitration proposed by Mr. Johnston?

Mr. ZORN. I think Mr. Johnston's idea has considerable merit. Whether or not it is the complete solution for the problem, I really don't know.

Mr. McCANN. How would you suggest the choice of an arbitrator so as to assure a fair hearing and determination?

Mr. ZORN. Under what kind of arrangements, Mr. McCann, under a voluntary arrangement, or under an arrangement in which the arbitration was provided for by law?

Mr. McCANN. I cannot answer that. The question is Mr. Cobb's. Would you favor an arbitration before the United States district court to interpret all applicable contracts and the three-man committee award on the decision and clarification, in an action for declaratory relief?

Mr. ZORN. Because I believe there is no ambiguity whatever in that directive of 1945; because I believe all of the unions agreed to be bound as we did, I see no question for clarification. It is these clarifications which have gotten us into trouble.

I have great respect for the United States district court, but in this situation there is nothing for it to interpret.

Mr. McCANN. Would you favor an action by the Labor Board to bring all questions before the United States district court to determine the rights and responsibilities of all parties concerned?

Mr. ZORN. I cannot understand that question. If you will define it in detail, I would be glad to answer it, but it is much too vague.

Mr. McCANN. Was your representative on the Hollywood labor committee authorized to act for your company?

Mr. COBB. That would not apply to this witness.

Mr. McCANN. Is it not a fact that the companies have declared an open shop on carpenters' work?

Mr. ZORN. The facts, Mr. McCann, are these: So far as the carpenter work outside of set erection is concerned, so far as painter work is concerned, over which the painters' union had jurisdiction, we have made no contracts with the IATSE covering that work.

We have adopted a policy. We have put men to work and we have adopted a policy that whenever there are any vacancies men will be hired on the basis of qualification without regard to union membership.

Mr. McCANN. When was that policy adopted?

Mr. ZORN. To the best of my knowledge—

Mr. KEARNS. Is that your question or Mr. Cobb's question?

Mr. McCANN. That is Mr. Cobb's question.

Mr. ZORN. I cannot tell you exactly, but it was adopted, I think, shortly after the strike occurred.

Mr. McCANN. I have no further questions, Mr. Chairman.

Mr. KEARNS. Mr. Landis.

Mr. LANDIS. In order to get a job as a carpenter, do you have to go through the IA first?

Mr. ZORN. No, sir, not today. Mr. Boren will give you all the details on that when you call him, but my understanding—and I have

been pretty through about that and participated in the formulation—is that we have no closed-shop contracts with the IATSE.

Mr. LANDIS. At present?

Mr. ZORN. At the present time, nor have we ever had such contracts, certainly during the period of this strike situation.

But the IATSE probably has helped us in getting replacements for the men who created this ultimatum.

Now, as vacancies have occurred in the studios we have definitely not barred from employment any of the employees who wanted to come back to work. For any man who was qualified, our policy very definitely is when there is a vacancy, we will take him back, but Mr. Boren will give you complete details of that policy.

Mr. LANDIS. Will he be on today?

Mr. KEARNS. Yes.

Mr. LANDIS. Do you have enough carpenters and painters to carry on the work at the studios?

Mr. ZORN. Mr. Boren can answer to that exactly. My information is that we have plenty and have had for some time past.

Mr. KEARNS. That will be all for you, then, Mr. Zorn.

Mr. ZORN. Thank you.

Mr. KEARNS. Mr. Sorrell wanted to answer the questions here by Mr. Owens regarding the 1944 set-up there. It is a quarter after 12.

We are going to adjourn right now. I will give you that opportunity, just on this one subject, Mr. Sorrell.

We will reconvene today at 2. We have to work fast.

(Whereupon, a recess was taken at 12:15 to reconvene at 2 p. m. of the same day.)

AFTERNOON SESSION

(The committee reconvened at 2 p. m.)

Mr. KEARNS. The hearing will please come to order.

As stated before the luncheon recess I will now hear Mr. Sorrell, on the 1944 charge made here by Mr. Zorn.

Will you be sworn, Mr. Sorrell?

TESTIMONY OF HERBERT K. SORRELL, BUSINESS REPRESENTATIVE OF MOTION PICTURE PAINTERS LOCAL 644 AND PRESIDENT OF THE CONFERENCE OF STUDIO UNIONS, LOS ANGELES, CALIF.—
Recalled

(The witness was duly sworn.)

Mr. KEARNS. Will counsel please establish the identity of the witness?

Mr. McCANN. Please state your name and your address.

Mr. SORRELL. Herbert K. Sorrell, 1153 Norton Avenue, Glendale, Calif.; telephone Citrus 1-8977.

Mr. McCANN. What is your position with the union or union organization in Hollywood?

Mr. SORRELL. I am the business representative of Motion Picture Painters Local 644 and president of the Conference of Studio Unions.

Mr. McCANN. You may proceed on the specific subject matter the chairman asked you to talk about.

Mr. SORRELL. Congressman Owen, you have just had it explained to you how the 1945 strike started over some set decorators. The attorney who gave you the information was not there. He was giving it to you, from hearsay or what he had read. I was there. I am a part of that.

Mr. OWENS. You were a member of what union?

Mr. SORRELL. I am a member of the Motion Picture Painters Union and president of the Conference of Studio Unions who carried on this 1945 fight over the supposedly 77 set decorators.

Mr. OWENS. How long have you been a member of that union?

Mr. SORRELL. I have been a member of that union and in continuous good standing in that union since September 1925.

Mr. OWENS. You were an active painter and decorator for how many years?

Mr. SORRELL. I worked in the motion-picture studios as a painter from September 1923 until I took the job as business representative on July 1, 1937.

Mr. OWENS. Approximately 14 years before you took the job as business representative?

Mr. SORRELL. I did not figure it out in years, but that is about right.

Mr. OWENS. And you have been the representative since that time?

Mr. SORRELL. That is right.

Mr. OWENS. And president of—

Mr. SORRELL. President of the Conference of Studio Unions since some time in 1941.

Mr. OWENS. Was that when the conference was organized?

Mr. SORRELL. That is right.

Mr. OWENS. Did you help organize that conference?

Mr. SORRELL. That is right.

Mr. OWENS. What unions did that bring together?

Mr. SORRELL. There are a number of unions. I do not know whether I can remember them all right off the cuff, because there have been some come in and others have dropped out. It has averaged 12 or 13 local unions over a period of time since 1941.

Mr. OWENS. Are those all American Federation of Labor unions?

Mr. SORRELL. They are all American Federation of Labor unions excepting one, the machinists, who withdrew from the American Federation of Labor but were not thrown out of the conference on that account.

Mr. OWENS. Did you organize every union in that conference that was out there at the time?

Mr. SORRELL. I did not. In fact, all these unions were organized from the bottom, we would say; that is, the members joined them of their own free will and accord. They had no help from the producers at all. No signs were posted that you must join one of these unions or not appear for work tomorrow.

Mr. OWENS. Had there been a similar organization to yours prior to 1941 in Hollywood?

Mr. SORRELL. Many of these organizations who are now a part of the Conference of Studio Unions are the oldest unions existing in the motion-picture industry.

Mr. OWENS. I mean was there any conference or unions grouped into one prior to the time that you organized that group?

Mr. SORRELL. There have been attempts to have groups of unions organize into conferences, but in most cases it failed.

Mr. OWENS. How about the IATSE, were they in existence in 1941?

Mr. SORRELL. Oh, yes; the IATSE is an international union. They have a variety of locals. Sometimes they have one big local, sometimes they divide the local into as many locals as they see fit. That is under one international union's domination.

Mr. OWENS. Were they handling it prior to 1941?

Mr. SORRELL. Oh, yes. I can only speak of the matters since 1923. In 1923, when I went to work in the studios there were no unions. I joined a union there when they were first organized in 1925, and was fired because I admitted that I had a union card.

Mr. OWENS. Which union did you join, the one you are now a member of?

Mr. SORRELL. I joined the one I am not a member of. All employees working at the studio at that time, when questioned if they carried a union card, if they told the truth and said they did, they were fired.

Mr. OWENS. That was quite a habit back in the old days, was it not?

Mr. SORRELL. That is right. There later was an agreement in 1926 where a man would not be fired for carrying a union card. Then I returned to work in the studios because I was forced to work temporarily outside on buildings, and so forth.

Mr. OWENS. I was trying to bring out whether or not when you organized this group in 1941 there was any opposition to your group of unions into one.

Mr. SORRELL. There is always opposition.

Mr. OWENS. Who was opposed to it?

Mr. SORRELL. Principally the producers and their stooge unions, the IATSE.

Mr. OWENS. In what way did that opposition show itself?

Mr. SORRELL. The greatest factor in organizing in the studios was the continuous jurisdiction troubles injected, we claim, by the producers. The producers claim by the IATSE, but the IATSE does whatever the producers ask them to.

Mr. OWENS. Of course that is a conclusion.

Mr. SORRELL. That is my conclusion; that is right.

Mr. OWENS. I was trying to get the facts; the things they did there which would cause you to believe there was any opposition.

Mr. SORRELL. I will give you a little instance. The cartoonists were organized principally by myself because they would only come under the jurisdiction of the painters' brotherhood.

I was instrumental in organizing this group in 1940 and 1941. They were issued the charter in 1940. We got a union-shop agreement with M-G-M; later with Warner Bros., that is, Schlesingers, who made cartoons for Warners, and later we had to strike Walt Disney. It was easy to organize them because Walt Disney was paying as little as \$6 a week for cartoonists.

Mr. OWENS. He could afford very little more at that time, I imagine.

Mr. SORRELL. Of course there were some high-paid men at Disney's, some getting two or three hundred a week. He would sign up cartoonists for a 3-year period, starting at \$6 a week, and if they went to work as a cartoonist for anyone else they had to pay him either two or three thousand dollars. Conditions were terrible at that time. Naturally the workers clamored to be organized.

We organized them and called a strike. That is, we were forced to strike because Disney began to lay off everybody who belonged to the union.

We struck and for 4 weeks we were doing right well.

Mr. OWENS. What year was that?

Mr. SORRELL. That was in 1941.

Mr. OWENS. You are not saying at that time wages like \$6 a week were being paid?

Mr. SORRELL. At Walt Disney's; yes.

Mr. OWENS. In 1941?

Mr. SORRELL. That is right. He called them apprentices, amateurs, or something of that kind.

Mr. OWENS. Oh, people going to school.

Mr. SORRELL. Going to school—they worked their eyes out tracing pictures. We raised that sum to a minimum of 22½.

Now for 4 weeks we had the support of all A. F. of L. unions. In other words, the teamsters did not go through the picket line; the laborers did not go through the picket line; the IATSE played along with us.

Of course the IATSE did not have anyone in the studio. They allowed Disney to put the IATSE emblem on the film but they did not have anyone in the studio.

Mr. OWENS. They cooperated with you, in other words?

Mr. SORRELL. They cooperated for the first 4 weeks. Then Disney went to the representative of the IATSE there and tried to make a deal.

Mr. OWENS. Are you talking from personal knowledge now?

Mr. SORRELL. I am talking from personal knowledge.

Mr. OWENS. Were you there?

Mr. SORRELL. I was not there, but I talked to the people that he took off the picket lines and put on.

Mr. OWENS. You did not know them?

Mr. SORRELL. I knew.

Mr. OWENS. You only knew what you were told.

Mr. SORRELL. Well, they told me what happened and this is what happened afterward—

Mr. OWENS. You tell me what you know about it.

Mr. SORRELL. When they failed to convince the people that they had organized that they should come over and make a deal—Bioff called all the people into a meeting—we have some of them here—and told them to sign a closed-shop contract with Disney and everything would be all right and they would go back to work.

Mr. OWENS. What was his official position?

Mr. SORRELL. His official position then was the same as Mr. Brewer's, who was appointed by Mr. Walsh, the same position as he is in now. He was appointed representative by the international president, George Brown, of the IATSE.

They did everything in their power to break the strike from that day on. The only trouble was, it was an open-shop place in the first place. They signed up the people inside, but that did not get the workers back which they needed, so eventually we won the strike and Mr. Disney was forced to raise wages to somewhere near a living standard.

Mr. OWENS. Of course you do not talk about living standards when you are talking about students. I am in accord with you on the idea of men getting sufficient wages, but I cannot go along with you fully on the theory that when people are learning an occupation they necessarily have to be paid living standards. We never have doctors, lawyers, or anyone else in that category.

Mr. SORRELL. That is right, but you would think that men working in a position sometimes for 6 or 7 years, should get more than \$20 a week or should be told that he will never become an artist, and should be discharged.

Mr. OWENS. I will grant you that, of course.

Mr. SORRELL. I am only giving you the facts because Mr. Disney said the Communists organized them. Mr. Disney made more Communists, more prostitutes, and more terrible conditions than anyone in that district.

Mr. OWENS. Of course I am more interested in getting the facts.

Mr. SORRELL. It can be brought out and should be brought out how we have been opposed, not by the workers, but by the officers at the top of the IATSE, practically ever since we organized.

Mr. OWENS. In other words, you had that union opposing your rise?

Mr. SORRELL. At all times.

Mr. OWENS. Which seems to be natural among the unions.

Mr. SORRELL. No; it does not seem to be natural. We do not have that opposition from anyone else.

Mr. OWENS. But you have it in other places. Where you have two different unions you have opposition and jurisdictional strikes, don't you, or interunion strikes?

Mr. SORRELL. Those things do happen but in those cases it is not always employer-inspired.

Mr. OWENS. You have not given me any facts to show that this was. That is what I am asking about.

Mr. SORRELL. I would give you the facts. I do not think Mr. Kearns wants to go into this deeply now because I only want to straighten out some of the things which were said here by Mr. Zorn, who meant well, I am sure, but who distorted the facts of the 1945 strike.

When I tell you those things, you will soon reason why there was opposition from other labor groups.

Mr. OWENS. Of course the opposition began back in 1941.

Mr. SORRELL. Oh, it began before that. In 1937 the painters were forced to pull a strike to get their closed shop. The IATSE had it handed to them on a platter in 1935. I think it was January 2, 1936, when they had less than 200 members in the motion-picture studios and there was a sign posted to either join the IATSE or don't report to work.

Mr. OWENS. Of course you have no objection to an employer making a contract with those whom he feels he could get along all right with, do you?

Mr. SORRELL. I have no objection, but I think you should make legislation against such things, because this is what happens: We organized the office workers—

Mr. OWENS. You mean we should pass legislation against an employer making a contract with those he can deal with?

Mr. SORRELL. I do not say that. I think you should pass legislation that labor leaders who accept brides or gratuities from the employer, should be shot. That is what I believe, sir.

Mr. OWENS. Perhaps they would rather be half shot. I think you will find that is right in the law now. I think you will find that in sections 8 (b), (c), and (d), if you will look.

Mr. SORRELL. Do you think the law is being enforced?

Mr. OWENS. I am not here to answer any questions. I am trying to find out whether or not the people are actually trying to take advantage of the fact that the laws are on the books and utilize them in the proper way. That is more our function.

Mr. SORRELL. I am not a lawyer, but when the Taft-Hartley Act was passed—and as a dumb labor guy it looks bad to me——

Mr. OWENS. You are not so dumb.

Mr. SORRELL. It looked bad to me, but I said it is an ill wind that doesn't blow somebody some good. We will at least get a hearing and we will settle this jurisdictional strike or this jurisdictional lock-out. To date nobody can get a hearing or anything else.

We know of a group of people—and some of them are scabs—in the studio where some of them signed an order——

Mr. KEARNS. I do not like you to use that word.

Mr. OWENS. He means it is a conclusion also.

Mr. SORRELL. Some of the undesirable workers signed the thing, so I am not a party to it. They wanted to get a hearing to find out why they were deprived of work in the studios when the Taft-Hartley Act says that in essence the employer, or anyone who is hurt, can go for relief. To date we have got nothing from that.

Mr. OWENS. Are you applying the term "undesirable" to employees who are actually members in another union?

Mr. SORRELL. I am applying the term to employees who are "skid row" bums, who somebody has picked up and given a card to, and they act like—he don't want me to say "scabs."

Mr. OWENS. Mr. Sorrell, the law recognizes in section 8 (b) (1), if you will look at it, it recognizes the union right to acquire and retain the members. The law does not interfere with that in any way at all. You would not want the law to interfere with it, and if that is true you would not want to interfere with it yourself, would you?

Mr. SORRELL. As I say, I am not a lawyer. I did not get up here to discuss the law with you. I can give you some facts.

Mr. OWENS. Labor leaders are discussing it each day.

Mr. SORRELL. We discuss it and we try to understand it, but a lot of lawyers differ in their opinions about the Taft-Hartley Act. I am sure that you cannot come to me as an expert, when I do not even pretend to know how to read the damn thing.

Mr. OWENS. Whether Mr. Kearns likes the word you used or if you use the words "undesirable employees," I want to bring out you were applying that word to men who were actually members of unions and who had been recognized by some unions as a member. The law recognizes those men as members and we think union men should recognize them the same way, and put the blame on the leadership, not on the man.

Mr. SORRELL. May I make it clear that when the first closed shop was given to the IATSE they held no union meetings. It was run com-

pletely by one man. Everybody who wanted a union card came up and gave the union boss \$25, plus 3 months dues, which I think was six or nine dollars. He became a union member and was sent in to work.

The hourly wages went up and the annual wages went down. The hourly wages went up to 10 percent or 20 percent and thousands of more men were brought into the industry to sit by the telephone and wait for a probable call to work.

The studios would call them in for as little as 4 hours and then send them home.

Mr. OWENS. Was this during the war period or before?

Mr. SORRELL. This was in the period starting in 1936, when the IATSE first put in their closed shop.

Mr. OWENS. There was a law passed in 1938 which attempted to lessen the hours of those who were working and put the other 10,000,000 people who were unemployed to work. That seemed to be part of that same general scheme, did it not?

Mr. SORRELL. No; that had nothing to do with it. That was in 1933. That was the NRA. I remember that distinctly because it lowered my hours to six.

Mr. OWENS. Getting back to the situation now, since we know how you stand about this union and how you feel about it——

Mr. SORRELL. Yes.

Mr. OWENS. Now as to collusion about the employer, what do you know personally about that?

Mr. SORRELL. I know plenty, but I don't think I am going to get a chance to tell all of that. However, I could start here with what caused the 1945 strike.

Mr. OWENS. Go ahead then.

Mr. SORRELL. Mr. Zorn has said——

Mr. KEARNS. Let us confine it to this issue.

Mr. SORRELL. Yes; I know that is what you want, Mr. Kearns.

Mr. OWENS. I am in no hurry, and I want this cleared up, because after all the committee is going to have to pass upon it. We want to know the facts.

Mr. SORRELL. If he does not want to take the time, I would be glad to give you a few hours so that you may know what is in my heart.

Mr. OWENS. I only want it in the record.

Mr. SORRELL. O. K.; I will give you what I can in the time I have.

Mr. Zorn said that the painters withdrew—first, that the painters went to the NLRB and asked for representation of the set decorators, who had a little independent union, but everybody who was a set decorator belonged to that union.

Mr. OWENS. You are speaking about the summer of 1944? I think you mentioned the summer or fall of 1944.

Mr. SORRELL. This was prior to 1944.

Mr. OWENS. He said there was a charge filed in 1944.

Mr. SORRELL. I have to bring it up to you in this way: The set decorators had a 5-year contract. It was an independent separate union. They wished to affiliate with 1421, the screen set designers who were members of the Conference of Studio Unions. They wished to make this affiliation and so notified the producers.

There was a vote held. There was some division, and then immediately after that vote was held another vote was held which was unanimous to join Local 1421, Set Designers, Brotherhood of Painters, Paperhangers, and Decorators.

I was interested in bringing their case before the producers, I think in 1943. I do not have the facts, but I think we negotiated for 17 or 18 months; we struggled to try to get recognition for these people within our 1421, set designers' union.

Mr. OWENS. Whom did you struggle with?

Mr. SORRELL. We went to the producers and sent letters to the producers asking recognition of 1421.

Mr. OWENS. Why would you have to ask their recognition?

Mr. SORRELL. We had to bargain with them. You cannot bargain with people if you don't represent them.

Mr. OWENS. You could take them in and bargain afterward couldn't you?

Mr. SORRELL. We did take them in. They paid dues into our organization for some 17 or 18 months. They were all in local 1421. There were 8 or 10 members who also carried cards in the propman union so that if they were off they could work in that jurisdiction; do you understand? They had two cards.

On that basis the IATSE filed an intervention when we took it to the NLRB.

Mr. OWENS. You took it to the NLRB in 1944?

Mr. SORRELL. We took it to the NLRB.

We took it to the NLRB, I think, in 1944. I may be a little wrong on the date. Anyway, the prop man filed an intervention.

Now, it so happens that at that time in the National Labor Relations Board if two unions of the A. F. of L. filed, nothing would be done about it. It was useless to us, so we withdrew.

Mr. OWENS. In other words, you had to settle your own feuds in your own home.

Mr. SORRELL. Yes; within the A. F. of L.

I am now going to read you a little testimony by Pat Casey who represents the producers and who had this to say in this hearing, so that this will verify my thoughts:

Mr. McCANN. Do you know why they withdrew their petition?

Speaking of the petition to the National Labor Relations Board.

Mr. CASEY. Yes; because if I remember correctly at that time I think it was a rule issued with the Board that if two A. F. of L. unions came and claimed something they would not hear it. If it were a case that the A. F. of L. and the CIO were involved, they would hear it, but where two A. F. of L. unions were involved, they would not hear the case.

Mr. OWENS. I am quite familiar with that.

Mr. SORRELL. That is the reason for our withdrawing the petition.

Mr. Zorn said—

Mr. OWENS. Did you go to the A. F. of L. with the complaint about the IATSE coming into the NLRB proceeding while you were in there?

Mr. SORRELL. Do you realize that you can go to the A. F. of L. and die and live two or three lives before you can get anything done?

Mr. OWENS. I was trying to discuss that with one of the leaders a short time ago. We were talking about men being put out of the

union and he said, "They always have their relief." I thought sometimes it might take 2 or 3 or 4 years, but he disclaimed that.

Mr. SORRELL. If it is a personal injury, or something of that kind sometimes you can get it taken care of, or if it is within one international union it is all right, but to go to the A. F. of L. from one international union with a complaint against another international union, you can have it, brother, I don't want it.

Mr. OWENS. That is all right; go ahead.

Mr. SORRELL. Is that plain enough?

Mr. OWENS. That is very plain.

Mr. SORRELL. We withdrew the petition and Mr. Zorn said, "The painters went on a 3-day strike." That is as an attorney says it; that is not the fact.

The fact of the matter is that these decorators who wanted to be recognized went on this 3-day strike. Is that clear?

Mr. OWENS. Did you approve it?

Mr. SORRELL. I did not know anything about it. They were so incensed at not being able to get a contract or anything feasible that they went on a 3-day strike.

Mr. OWENS. Did you reprove them in any way?

Mr. SORRELL. We called meetings because we knew it would grow. We knew it would affect all of us one way or the other, and we convinced them.

Luckily the War Labor Board stepped into the situation at that time and sent me a telegram telling me that if these people went back to work the War Labor Board would assume jurisdiction. That made it very easy to tell these fellows, "Go back to work and we will get action."

The War Labor Board had hearings and decided to appoint an arbitrator. The arbitrator was a man by the name of Thomas Tongue from Portland, Oreg. I don't think any of us had ever seen him before, but he seemed to be a very able man.

The IATSE refused to become a part of that arbitration, naturally, because they did not have anybody.

The producers' attorneys sat in, however, and the War Labor Board conducted the arbitration.

Mr. OWENS. Why did you feel the IATSE should have anything to do with it in the first instance?

Mr. SORRELL. What is that?

Mr. OWENS. Why would they have to have anything more to do with it than the National Labor Relations Board? I mean, if the National Labor Relations Board in the first instance were not taking any interest in the dispute, why should the IATSE join in that one?

Mr. SORRELL. The IA intervened to stop that. There was nothing that could happen in the National Labor Relations Board.

Mr. OWENS. Yes; I understand that.

Mr. SORRELL. Nothing could happen. They tied us up in the National Labor Relations Board. Then the War Labor Board which was put in by our Government to stop strikes, assumed jurisdiction.

Of course, we are American citizens and we think you mean what you say when you establish the War Labor Board. When we go into it we try to abide by the findings of the War Labor Board.

Mr. OWENS. I was trying to find out why the IA went in and tried to seek the intervention of the National Labor Relations Board, then later when the War Labor Board came in they did not want to have it settled. Do you know why that was?

Mr. SORRELL. Let me explain.

The producers refused to deal with us for these people unless we could be certified. The IA by filing an intervenor stopped the certification, period. Now, when the Labor Board had the hearings, the IA refused to participate, period. They stopped us there.

Their attorney sat in as an observer. The attorneys for the producers and the attorneys for the IATSE sat together and connived against us.

Mr. OWENS. That is a conclusion, too, isn't it?

Mr. SORRELL. No; it is not a conclusion; they sat together; they worked together against us. There is no doubt about that. There are records on that.

In spite of that, Thomas Tongue returned a verdict which said, in essence—and I cannot give you the exact words, but they can be had, if the committee is interested—

Mr. McCANN. I think it has been received in evidence previously.

Mr. SORRELL. He rendered a decision by which the producers were to deal with and recognize local 1421 as the bargaining agency, and if they were not satisfied or if anyone was not satisfied, it gave them three places to go to for an appeal; but that they must abide by the decision until it was reversed on appeal.

One of the places to go to was the National Labor Relations Board. The other was to the American Federation of Labor. It seems there was some other way they could appeal, but I am not sure.

However, the IATSE filed with the American Federation of Labor and the producers filed with the National Labor Relations Board because if the producers filed, then they had to hear the case. It made a difference who filed. One A. F. of L. union could not file against the other, but if the producers filed, they had to hear the case.

But the producers refused to negotiate or to have any recognition in the interim. While this was being negotiated they refused to recognize 1421.

Mr. OWENS. In other words, they refused to recognize that the War Labor Board had any jurisdiction in matters that might properly belong to the NLRB?

Mr. SORRELL. Well, that is what they said.

Mr. OWENS. They might have had a point.

Mr. SORRELL. Well, it was a point, evidently, it stood up pretty well.

At the National Labor Relations Board hearing, I made a point. I was on the stand. I think it was the last day we were at the hearing. I asked: "Now, we have gone through a long hearing before the War Labor Board and nobody abides by the decision but the painters. Now we are going through a long hearing in the National Labor Relations Board. Is anybody going to abide by the decision but the painters?"

Homer Mitchell and Mike Levy both refused to answer.

Mr. OWENS. Who were they?

Mr. SORRELL. Homer Mitchell was the producers' representative, and Mike Levy was the representative for the IATSE. They refused to

answer. We knew the only way we could get anything would be to strike.

Mr. OWENS. Now, you are certainly coming to the edge of the precipice. You wanted the decision of the NLRB and tried to get it. Now, it did not make any difference to you whether they were to abide by it or not?

Mr. SORRELL. Oh, yes; it did. If nobody abided by it but us, there wasn't any use.

Mr. OWENS. The point was to get the decision and then see whether they would abide by it.

Mr. SORRELL. Now, wait a minute. You understand that these unions affiliated with the Conference of Studio Unions had not signed any agreement since 1942. We had been knocking on the door and I stayed here in New York City for 5 or 6 weeks trailing around, pulling on everything possible to get an agreement.

Mr. OWENS. I am only breaking in on you to say that you broke off at a time when you were close to a decision from the Board that could give it to you, the National Labor Relations Board.

Mr. SORRELL. You are not giving me an opportunity to tell you what brought on the strike in 1945.

Mr. OWENS. Well, of course, you said you decided that because they would not agree to be bound by it that you would do that.

Well, naturally, in a decision that might be against me, because someone might not agree to be bound by it, does not mean that I am not to go through with my suit.

Mr. SORRELL. Mr. Owens, all of these unions were pounding us officials on the back to get an agreement, get something signed, "get on the ball, what are you doing?"

Our organizations are democratic.

Mr. OWENS. Then you went on a strike?

Mr. SORRELL. All of the conference unions went on a strike which is pictured as a strike for 77 set decorators in the industry, 47 or 48 of whom worked in the motion-picture studios, and the fact that we wanted wages-and-hours contracts.

Now, it has been testified here by Peter Rathvon that we tried to picture our fight as on wages, hours, and contracts. That is what we were after. That is why we went on strike.

The 77 set decorators were injected as the usual thing to make a jurisdictional issue to tie everything up.

Mr. OWENS. But you did want recognition, did you not?

Mr. SORRELL. That is right. If they had given us recognition we would never have gone on strike.

Further, in 1944, the painters organization submitted to the conference, and the conference submitted to the producers, a proposal for arbitration machinery to arbitrate all jurisdictional issues without the work stoppage. We wanted it worse than anyone. We knew they could not conspire to destroy our unions if there was an arbitration clause in the contract.

Mr. OWENS. I do not like to take the time, but you are using these words and you must have something in back of your mind that you have not yet given me. The facts you have given us so far have been absolutely in accord with the attorney's testimony, whether you realize it or not.

Mr. SORRELL. I said he gave this story, but he did not tell you why we were forced to withdraw from the National Labor Relations Board.

Mr. OWENS. Well, I knew that myself, whether he told me or not.

Mr. SORRELL. He did not tell you that the 3-day strike was ended by the promise that the War Labor Board, which was established here in America to take care of these things, why that was ignored.

Mr. OWENS. He so testified, Mr. Sorrell, whether you heard him or not. He testified that the War Labor Board came in and made that promise, and so forth.

Mr. SORRELL. He did?

Mr. OWENS. Yes.

Mr. SORRELL. Well, it did not sound like that to me. It sounded very much the other way to me. Of course, you are a lawyer, too, are you not?

Mr. OWENS. That is right.

Mr. SORRELL. Well, maybe you lawyers understand each other better than we painters. We want the facts drawn right out there, because we are not smart enough to find the hidden meanings unless they are in the written word.

Mr. OWENS. I was insisting that he give the facts to us, and not just his conclusions. Go ahead, now. You were on the strike.

Mr. SORRELL. We submitted arbitration machinery to the producers and they gave us a counterproposal which we did not like so well. I think Mr. Skelton drew it up. We did not like it so well, but we said we would accept any kind of arbitration machinery for jurisdictional troubles because we do not think men should fight among themselves as to whom they pay dues to. It is our belief that the men who are working want to work, and we represent the workers. We are not interested in the high marble halls, the top flight of the A. F. of L., at least I am not. I am interested in the guy that makes a living.

They told us they would not sign any contract with anyone unless they put the arbitration machinery in for jurisdiction. They did not sign with us. They did sign with the IATSE.

This strike that was perpetrated over the 77 set decorators, who were all our people and who the IATSE wanted——

Mr. OWENS. There is a point. You said the IATSE signed a 5-year contract back in 1944, and you said that did not have a thing to do with your dispute between you and the other unions. Do you differ from Mr. Zorn in that respect?

Mr. SORRELL. Yes. We did not sign anything in 1944. The idea was to give us a 5-percent raise in 1944, and we agreed to go along on the contract we had, if they would add the 5-percent wages, although our contract had expired.

Mr. OWENS. Oh, then you did go along?

Mr. SORRELL. We always went along.

Mr. OWENS. Except that you posted working conditions rather than agreeing to a contract?

Mr. SORRELL. We continued with the working conditions under the contract that was signed in 1942, with the exception that there was a 5-percent gratuity given to us without any signature on a contract. Does that make it clear to you?

Mr. OWENS. Yes, it does. In other words, he is right about the point, there isn't any confusion. You had your agreement, and they had their agreement.

Mr. SORRELL. He said we had a "no-strike" pledge in our agreement, which is not so. Show it to me. I want to look at it.

Mr. OWENS. Well, that is his statement.

Mr. SORRELL. Of course, that is what I want to straighten you out on here. We do not want to strike in wartime any more than anybody else.

Mr. OWENS. I don't think he was talking about the "no-strike" pledge. I think he was talking about the fact that all the unions, inferentially through the leadership of the A. F. of L. and CIO agreed there would be no strike during wartime in their unions. I believe that is what he was referring to.

Mr. SORRELL. I do not think there should have been, except that in the case where your union is gradually being frozen out you have to fight. If I am going to lose it, I am going to lose it fighting. I do not figure to sit down and let them walk away with it in their pocket. When they get through with me they are going to have a fight.

Mr. OWENS. I will not argue with you on that.

Mr. SORRELL. Now, the 1945 strike was settled by the directive made at Cincinnati by my international president, and others.

Mr. OWENS. That was in October 1945?

Mr. SORRELL. That is right. Immediately the producers violated the directive in 1945. I think within 2 weeks they began to bring back the undesirable office workers. Pretty soon they had swarmed in.

That was a violation, but we did not make a fight over that, because—

Mr. OWENS. I did not quite get that. What did the office workers have to do with the union?

Mr. SORRELL. The office workers were on strike, but nonunion office workers were hired, or people who deserted the ranks and went back to work in 1945.

Mr. OWENS. You mean there were certain unions mentioned in that directive. Was there any violation with respect to those unions?

Mr. SORRELL. The directive, I believe, mentions those affiliated with the painters, those affiliated with the carpenters, those affiliated with the IAM, and so forth.

At that time, the office workers were affiliated with the painters. I organized them, I helped to organize them.

We gave them a charter in the painters organization until such time as an international was set up for office workers.

My boss—I called him my boss; my international president—insisted on delivering these people to the office workers' organization. So the fact that they violated the agreement temporarily did not have too bad an effect on us.

The next violation of that was when suddenly 20 or 25 former undesirable people were brought in and put to work as machinists.

Mr. OWENS. They were union people?

Mr. SORRELL. Well, any strikebreaker can join a union, if he joins another union.

They had joined another union.

Mr. OWENS. You certainly would not call a member of another A. F. of L. union a strikebreaker, would you?

Mr. SORRELL. I certainly would, if he broke strike. It does not matter to me whether he belongs to a union or not. There are many

instances of professional strikebreakers belonging to many unions.

Mr. OWENS. You mean when he works right in the union, the union which is doing the work for which it was formed?

Mr. SORRELL. A strikebreaker is a man who goes in and steals his brother's job. Now, let's get that clear. If some stooge wants to give him a card, that still does not make him anything but a strikebreaker.

Mr. OWENS. Now, you say you are thinking about the men. Are you placing the blame on the leadership of your union or the man who wants the job to support his family, which?

Mr. SORRELL. I am interested in the guy who works in the studios to support his family, but when he walks out, when he is forced out, to maintain his conditions, then I do not have any use for the guy they bring in from Podunk to put in his place and to take his job while he is off, pending a settlement, to destroy his working conditions and his wages.

Mr. OWENS. You have not pointed out where anything like that occurred.

Mr. SORRELL. I haven't?

Mr. OWENS. No, you have just been using the term.

Mr. SORRELL. We will go back a little bit.

Mr. McCANN. Mr. Chairman, may I call attention to the fact—and I am just trying to clarify things here—that evidence has been received in the record already that following the 1945 strike they were to replace the members of the conference of studio unions who were out on strike.

Now, on the October 31 date, they were supposed to be replaced in their jobs. Now, what Mr. Sorrell is telling is that after these men were returned, they brought back 21 men who had been taking their places on jobs in the studios while they were out on strike, instead of bringing in 21 machinists of the union that had been replaced during the strike.

I think that ought to clear it up. We have the president of the IAM here who is waiting to testify fully with respect to the effect on his union and who will give full information.

Mr. OWENS. In other words, counsel is trying to infer that these people were out on an economic strike, were they not?

Mr. McCANN. All I am giving you is facts. I am not giving you any argument at all.

Mr. OWENS. In other words, you say they did not comply with their contract?

Mr. SORRELL. The producers did not comply with the directive laid down in Cincinnati when they hired other people than IAM people to take the jobs.

Mr. OWENS. I do not remember anything that specifically said in that directive who was to be hired.

Mr. SORRELL. Well, give me the directive, somebody, and I will read it to you. If I cannot make you understand in my language, I will have to use the lawyer's language, because you are a lawyer. Nevertheless it is a fact, if I can get it over to you.

While they are producing that I will go on because I know we are pressed for time.

Mr. OWENS. No; we are not pressed for time. You just take your time.

Mr. SORRELL. Mr. Kearns is in a hurry.

Mr. OWENS. I am not; you just take your time.

Mr. KEARNS. I asked to confine your questioning to this one issue.

Mr. OWENS. It is within the issue, Mr. Kearns.

Mr. KEARNS. Mr. Sorrell can testify later about general procedures.

Mr. OWENS. We are right in this issue.

Mr. KEARNS. Just so you stay there. When you leave it, that is when I will come into the picture.

Mr. SORRELL. Here is the decision of the executive council committee of the American Federation of Labor on Hollywood jurisdictional controversy. In paragraph 5, on the first page, it says:

All parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steamfitters of the United States and Canada, the Brotherhood of Painters, Decorators, and Paperhangers of America—

Mr. OWENS. There are seven altogether in that list?

Mr. SORRELL (reading):

The International Electrical Brotherhood of America, and the International Building Service Employees Union accept as final and binding such decisions and determinations as the executive council committee of three finally render.

That does not say that anybody other than the IAM people will be considered.

Mr. OWENS. That means anyone in that group of seven would be considered?

Mr. SORRELL. That is right.

The council directs the Hollywood strike be terminated immediately and that all employees return to work immediately.

It is speaking of these people. Then it speaks about expiration, and so forth. It specifically says, "This agreement was made by President Brown"—and I would rather let him testify—

Mr. OWENS. You were going to read something in there to me.

Mr. SORRELL. I did, to try to show you that the International Association of Machinists was to return to work.

Mr. OWENS. No; anyone of that group were to return to work. Where did they specify which ones to return?

Mr. SORRELL. I just read you the seven groups.

Mr. OWENS. That was the entire group of seven?

Mr. SORRELL. That is right.

Mr. OWENS. They would only return those people that they needed, wouldn't they?

Mr. SORRELL. No; they would return the undesirable people, too. After they had removed the people from the job and there was harmony, they brought in people to disrupt it. Do I make it clear?

Mr. OWENS. They did return the people to work?

Mr. SORRELL. They returned the people to work; yes. In February they started to tear it apart, or in March or April.

Mr. OWENS. You mean they hired other people?

Mr. SORRELL. That's right.

Mr. OWENS. What is wrong with that? Don't they have a right to do that? Aren't they the employers? Don't they have a right to do what they please?

Mr. SORRELL. Why, certainly, they have a right to hire anyone they please, so long as he is a machinist and has a union card.

Mr. OWENS. Didn't they do that?

Mr. SORRELL. No. They hire people who signed their name on some other card, some A. F. of L. Federal charter, or something. They got a Federal charter from the A. F. of L. If George Meany was here, he would tell you they did not issue it for the studios. They tried to get it in the name of the Senate technicians, but he would not issue it to them. He only issued them Federal charter number so and so, for the county of Los Angeles, so they hired these outsiders.

Now, that was the first break. I mean to tell you, that was the first break.

You wanted to know how the IATSE and the conference of studio unions lived together—

Mr. OWENS. You were not representing the International Association of Machinists, were you?

Mr. SORRELL. The International Association of Machinists Local 1185 was one of the members of the conference of studio unions, which I was president of.

Mr. OWENS. I see.

Mr. SORRELL. Now, this went on for a little while, then all of a sudden—the machinists decided not to do anything about it. The worker does not want to do anything until he is forced.

The other unions, the IATSE came to, I think, Warner Bros. and stopped production on a set where technicolor camera was being used and an IAM machinist was taking care of the camera. Now, get this: This man had been doing the job for years. So they stopped work and said, "You will have to get one of the Federal charter men to do the work or we won't shoot."

That came from the officials.

Mr. OWENS. When was that, Mr. Sorrell?

Mr. SORRELL. I believe that was in April of 1946.

On hearing that, I detest a man trying to throw another man out of his job, so I called a meeting of the painters. We decided we would not paint any sets for technicolor unless our brother machinists were continued to be employed.

Mr. OWENS. Well, did they discharge him at that time?

Mr. SORRELL. They discharged him.

Mr. OWENS. You mean when that complaint was made the company discharged him?

Mr. SORRELL. The company does anything the IATSE asks them to; they discharged him; yes.

So we decided we would not paint any sets there if the IAM machinist was not good enough to do the job, the painter was not good enough to paint the set, and technicolor needs painters.

Consequently, the painters were fired.

Now, had these painters not cared which organization they paid dues to, or if they did not know anything more about this than you do at the present time, they would say, "Well, we will just pay dues to the IA."

Mr. OWENS. Don't come to any more conclusions, Mr. Sorrell. Suppose I tell you I have looked at the record quite thoroughly, so don't come to any more conclusions.

Mr. SORRELL. I judge by the questions you are asking me that you don't—

Mr. OWENS. You just answer the questions and don't come to any conclusions as to what I know about it. I think you would be surprised.

Mr. SORRELL. I heard you say did it make any difference what union the average man pays his dues to, and the average man thinks that way.

Mr. OWENS. You heard me say what?

Mr. SORRELL. What difference does it make who you pay your dues to should not cause stoppages of work, or something to that effect. I don't know if that is exactly correct.

Mr. OWENS. I guess you were hearing things there also.

Go ahead.

Mr. SORRELL. However, that man was fired. This went into effect by a vote of our union. Several machinists were fired, and a lot of painters were fired.

Mr. KEARNS. What do you mean by a lot?

Mr. SORRELL. Oh. I judge maybe a couple of hundred, maybe more. You see, whatever the IA says, the producer does.

Mr. OWENS. But you said you were not going to proceed with that work until that man was reemployed?

Mr. SORRELL. That is right, on any of these studios with technicolor.

Mr. OWENS. And they took you at your word?

Mr. SORRELL. That is right, they fired our people.

I told them, "Look, as a union we cannot stand for this, but any time you submit it to the NLRB—because we can't; if we submit it to the NLRB they will file an intervenor and in the course of a year or so, by the time the NLRB gets around to it, there will be no more IAM. But if you will agree to go to the NLRB for relief and abide by their judgment, we will send the painters back to work."

They agreed. Then went to the NLRB. We filed unfair labor practices, and the producers had to pay all of these men who they had fired, and reinstate them on the job. Do you get the implication there that we might have been right?

Mr. OWENS. It was an unfair labor practice?

Mr. SORRELL. That is right, we must have been right in that case. I only give you this as an instance:

We had this continually. There has been a lot said here about Hutcheson, "the big bad wolf" Hutcheson. Believe me, Hutcheson couldn't pull a corporal's guard of carpenters out of that studio if things were unjust and he was the big bad wolf he is pictured to be.

Mr. OWENS. I notice you said the only time you actually proceeded legally you did get justice.

Mr. SORRELL. We proceeded legally all the time, but justice is so slow coming.

Mr. OWENS. I am talking about the procedure you described up to this point. The first time you actually went through with any procedure you did obtain justice?

Mr. SORRELL. We have obtained justice a number of times. I could give you a number of cases where we have obtained justice, but I know Mr. Kearns does not want to drag the hearing out like that.

But the carpenters on the job were incensed, in January, when the directives came out and caused the producers to hire people who had been cracking their picket line.

I am sure that was very bad labor relations on the producers' part, because it took many men to do the same amount of work that the men did before because the men who had been on the picket lines did not like to rub shoulders with these fellows who had fought them.

They did not consider them—well, maybe we shall say; we hear about racial prejudice; we hear about prejudice against minority groups and we hear about prejudice of all kinds. This was a case of union prejudice.

Mr. OWENS. But they were all union people, were they not?

Mr. SORRELL. Well, Mr. Owens, your opinion of union people, I can see, is not quite like mine. My opinion of a union man is a man who has a union principle. Your opinion of a union man is a man who obtains a union card. They did have union cards. They got union cards.

Mr. OWENS. I am from Chicago. I notice how they get the cards quite frequently.

Mr. SORRELL. I admit the men who got those cards did not have to stand any examinations; they did not have to be journeymen; they did not have to be efficient. All they had to have was a body to place in a studio during the strike.

The men they replaced were men the producer had hired over many years, men who had maintained themselves on the job by being a better mechanic than the average and a better working man.

Mr. OWENS. Are you telling me now the producers kept a poorer worker deliberately?

Mr. SORRELL. I don't say they kept the poorer worker deliberately. They kept enough of the poorer workers to discourage the good workers and make them unhappy. I am saying any producer will tell you that his costs went up at that time, not because of the raise in wages, but because of less efficiency of the men.

Now, the most popular thing Mr. Hutcheson ever did among the rank-and-file union members who had been on strike was to tell the producers, "You now have a clarification of the directive and we expect you to put it into effect the same as you did the directive."

Mr. OWENS. You say that is the most courageous thing he did?

Mr. SORRELL. No; I did not say that. I said, the thing that appealed to the workers more than anything else was when Hutcheson came out and said, "Here is the clarification, live up to it."

Mr. OWENS. Whether he had a right to do it or not?

Mr. SORRELL. He had a right to do it.

Mr. OWENS. I disagree with you on that. I do not think he had any right to issue any clarification of a directive of a board of arbitration that had made its final decision.

Mr. SORRELL. Well, Mr. Owens, I will not say that you are right, or that I am right, or that you are wrong and I am wrong, but there was a period of almost a month when that letter was sent to Eric Johnston and to the producers, during which it was brought up in every

local union in the Conference of Studio Unions. The union was asked, "Will you support the carpenters if it comes to a stoppage of work?" And in every case the members of the various unions said, "If they establish a picket line we will recognize it."

Now, they had their complete backing. It was read to them. They understood the situation thoroughly, and they voted on it. That is the only thing an official of the union should be guided by, by the meeting of many minds, not just yours or not just mine.

Mr. OWENS. But you were breaking the directive when you did it?

Mr. SORRELL. We were not breaking it, in our estimation, because the directive was issued and sent out by the executive council. William Green, the president of the executive council who issued this, sent out the other letter. If the letter had been sent out by anybody else I would have doubted it.

Mr. OWENS. You mean he sent it out in January?

Mr. SORRELL. Yes; he sent out the clarification.

Mr. OWENS. That clarification did not take place until August, 8 months later.

Mr. SORRELL. He sent out everything. He sent out the directive, he sent out the letters of clarification——

Mr. OWENS. Mr. Sorrell, just a moment. We were in January. That so-called clarification did not take place until August.

Mr. SORRELL. All right, but Mr. Green sent it out.

It did not come from anyone but the top man in the American Federation of Labor.

Mr. OWENS. Are you telling me that you agree the top man in the American Federation of Labor has a right to set aside the directive that was issued by an arbitration board of three?

Mr. SORRELL. Mr. Owens——

Mr. OWENS. Are you telling me that?

Mr. SORRELL. I am not telling you anything. You are a lawyer, and I am a dumb painter.

Mr. OWENS. You are saying that about yourself.

Mr. SORRELL. But I am telling you the facts, I know the facts. The facts are that the executive council of the American Federation of Labor appointed three men. Who is the boss, the three men, or the people who appointed them?

Mr. OWENS. Are you asking me?

Mr. SORRELL. Yes.

Mr. OWENS. The three men who were appointed on the arbitration board are the bosses, just like when the Government appoints a judge to the bench, he is the boss of that job.

Mr. SORRELL. All right, then, the three men are the bosses and they sign the clarification.

Mr. OWENS. But their jurisdiction had ended, Mr. Sorrell. We will not argue about that. You are telling me you abided by Mr. Green's decision overruling that board of three.

Mr. SORRELL. I am telling you I am abiding by the decision of the three men who made the directive and who sent us a clarification through Green.

Mr. OWENS. I understand that.

Mr. SORRELL. That comes from the top men. If we can't depend on them, what have we got?

Mr. OWENS. You are depending upon Mr. Green?

Mr. SORRELL. I am depending upon the arbitrators, Green and the executive council. It looks like the world was with us. That was our opinion. That was the opinion of others.

You see, it did not happen to be the opinion of the IATSE, so naturally it was not the opinion of the producers.

Mr. OWENS. I have not seen where you have changed the statement of the attorney that you were going to change in one way.

Mr. SORRELL. I did not come here to change his statement, I came here to clarify the statements. I told you I wanted to clarify it.

Mr. OWENS. You have not disagreed with him in any place so far. You have merely said you abided by Mr. Green's statement that you should not follow the directive of the three-man committee.

Mr. SORRELL. Mr. OWENS, I did not come up here to argue with you. I came up here to clarify a few things. He told you we had contracts in 1944. We did not have contracts in 1944.

Mr. OWENS. I did not understand him to say you had contracts in 1944 at all.

Mr. SORRELL. Well, I made a note of it, otherwise I would not have spoken of it.

Another thing. He says production is going on as usual. I will guarantee you production is not going on as usual. I will guarantee you that these motion-picture studios are sick and production is so low that the IATSE, the actors, and everybody else, is lined up at the unemployment offices.

I don't know why he should say that. That is as near to distorting the truth as anyone could have.

Another thing I wanted to clarify: He said only the carpenters were on strike. What's the matter with the painters. What's the matter with machinists? What's the matter with the——

Mr. OWENS. He mentioned that the carpenters and the painters were on strike, and he said they had an agreement, or at least Mr. Boren stood up and indicated they had a working agreement with the plumbers, machinists, and the others, but indicated the carpenters and painters were on strike.

Mr. SORRELL. He said only the carpenters were actively on strike. What's the matter with the set designers, the machinists, the painters, and so forth?

Mr. OWENS. I understood set designers and painters were in one group; is that correct?

Mr. SORRELL. The set designers are one local and the painters are another local. They happen to be in the same international.

Mr. OWENS. You may be right on that, but Mr. Boren stood up and at least indicated there was a working agreement with everyone but the carpenters and the painters.

Mr. SORRELL. I am sure Mr. Boren can clear that up for you and probably we better let him do it. I realize I am taking time from more able men that can explain it better than I can.

I think Mr. Brown should be on here and do more explaining. I did not intend to go this far into this at the present time. I know Mr. Kearns does not want it. I am only trying to answer your questions and get your mind in the state where I think you will have a clear picture.

Mr. OWENS. You have convinced me of your sincerity, but I do not agree with all of your conclusions.

Mr. SORRELL. O. K.

Mr. KEARNS. Mr. Boren will take the stand.

Mr. LEVY. I thought you said you would give us a chance.

Mr. KEARNS. Pardon me. Did you want him to answer anything?

Mr. LEVY. Yes, sir.

Mr. BODLE. I would like to have an opportunity to speak on one thing, sir.

Mr. KEARNS. All right, then you will have to follow the judge.

TESTIMONY OF MATTHEW M. LEVY—Recalled

Mr. KEARNS. Have you been sworn, Judge?

Mr. LEVY. Yes, sir.

At this point I simply want to cover some of the items which the chairman stated before the previous witness took the stand I would be permitted to answer.

With respect to the 1945 strike, I simply have two comments to read into the record:

One, that the National Labor Relations Board after a full and complete hearing had this to say about the 1945 strike which the previous witness sought to justify, and I quote:

That strike showed a disregard for the orderly processes of the Board and an unwillingness to rely upon the machinery which Congress has made available as an alternative to the strike.

The previous witness stated he wanted to abide by what President Green of the American Federation of Labor had told him to do. On March 16, 1945, 4 days after the strike took place in 1945, William Green, president of the American Federation of Labor, sent the following telegram to the previous witness, and I quote:

I regard the strike of workers employed at motion-picture studios at Hollywood which press reports state you have sponsored as a violation of no-strike pledge made by American Federation of Labor to President of United States for duration of war. It should never have occurred and ought to be terminated at once because millions of members affiliated with the American Federation of Labor have upheld honor and integrity, the standing and good name of the American Federation of Labor by adhering strictly to its no-strike pledge. You ought to join with them by doing likewise. I officially disavow your strike and call upon you and your associates to cease and desist from using the name of the American Federation of Labor in any way in connection with your strike, particularly upon banners carried by pickets or otherwise, in advertisements or public statements. I also call upon you and those on strike whom you represent to exercise good judgment, terminate the unjustified strike in which you are engaged immediately, and take up grievances for adjustment through agency set up for settlement of grievances during existing war emergency.

WILLIAM GREEN,
American Federation of Labor.

This telegram was ignored from the 16th of March 1945 until the 21st of October 1945, and the strike continued.

The previous witness stated that those persons who wanted to return to work would be permitted to do so.

I want to read into the record communications from the previous witness or his union about persons in his union who wanted to return to work.

Mr. OWENS. What is the date of that?

Mr. LEVY. Trial held April 13, 1947:

That Brothers Paul Chabot, Kenneth Ahlberg, Henry Stahl, Walter Jolley, Cash Shockey, Fred Tuch, Sr., be fined \$20,300 each and that Brother L. S. Jorgensen be fined \$12,000.

Mr. OWENS. Who made that finding?

Mr. LEVY. That was a finding on charges in the local union No. 644, the painters union, the union of which Mr. Sorrell is the head. I will read it to you, sir:

Moving Picture Painters and Scenic Artists Local 644; March 18, 1947:

Please be advised that the trial of charges preferred against you by Herbert K. Sorrell, business representative of local union No. 644—

and so on.

That is not the only thing that kept these people from going back to work.

On behalf of the IATSE I filed with this committee—I do not know yet whether the committee has accepted it—the following two reports: One, official reported dated February 18, 1946, of the Subcommittee on Law and Order of the Assembly Committee on Government Efficiency and Economy of the California Legislature.

Mr. KEARNS. Those were received in the record.

Mr. LEVY. Thank you.

Two, record of terrorism against fellow-unionists by the Conference of Studio Unions, Hollywood, 1945 to 1946.

Three, report of violence, personal injury and property damages suffered from September 1946 to January 1947 by members of the American Federation of Labor as a result of the picket lines established by the Conference of Studio Unions.

Those three documents were sent to the chairman of this subcommittee after the hearings closed in Los Angeles pursuant to the permission given by Congressman Kearns to me to file some material with him.

Were they all received and put into the record?

Mr. KEARNS. Yes, sir.

Mr. McCANN. Mr. Chairman, just a minute. There were some documents received. I explained to Mr. Levy about 2 days ago that you, as chairman of this committee, had ruled there should be no testimony received in evidence with respect to Bioff and Brown, first.

Second, that there should be no evidence received in the record charging communism against people on either side.

That the function of this committee was to decide a labor-relations problem and not to hear abuse against either side of a personal character.

I told Mr. Levy that when I received a supplementary statement from your office, in which there were charges of communism against various people, statements that this man was a Communist, that man was a Communist, and so forth, that it was not received in the record nor reproduced and would not be under your direction.

Mr. KEARNS. That is right.

Mr. OWENS. Just a moment. Does that mean, Mr. McCann, there is any evidence that any of this difficulty was Communist-inspired? Would not that be received in the record?

Mr. LEVY. That is what I was told.

Mr. KEARNS. Now, just a minute, Mr. Owens. I had that policy.

If there is any communism here I will turn it over to the Un-American Activities Committee to deal with. They are going to the coast to go into the communistic angle of this. I am not getting into this at all.

Mr. LEVY. Mr. Chairman—

Mr. OWENS. Just a minute, please. I am inquiring not whether a man was a Communist, but if any of the strikes that occurred, for instance, during the war period, from March of 1945 until the end of the war, and thereafter, might have been Communist-inspired?

Mr. KEARNS. The chairman of the full committee was there when I took over and we had that agreement. We will turn that over to the Un-American Activities.

Mr. OWENS. Just so I understand it, that is all.

Mr. KEARNS. Furthermore, Mr. Hoffman is going into the racket end of it. I am staying out of it. I have enough trouble with labor.

Mr. LEVY. Let me get this clear, in view of the attempted combination by some persons of the issues that have been presented.

I have a communication to Congressman Hartley and I have Congressman Hartley's response to me. I say in all seriousness and responsibility "That no investigation of the jurisdictional strikes in Hollywood from 1944 to date can or will give a complete picture of the situation without a recognition and without a study of the Communist infiltration and tactics in the Hollywood studios."

Mr. KEARNS. All right, that is your opinion and that is on the record, but it is thrown out of this hearing so far as this is concerned. That will be turned over to the Un-American Activities Committee, which has already been prepared and will be turned over to Mr. Thomas when he comes out of the hospital, but I am not getting into it.

Mr. LEVY. Mr. Chairman, you rule as you wish and I will have to abide by your rulings, but I want the record to be made straight.

If you think you can examine, you think that you can go into a consideration of United Nations without studying Russia's veto power you simply cannot come to a decision.

Mr. KEARNS. All right. Now, you are an attorney. You ought to be able to take the chronological development there. I will turn it over to the Un-American Activities Committee. They can establish the communistic end of it and then if they want to throw it back to my committee for the labor approach, all right, but I am not getting into the historical communistic angle of it.

Mr. LEVY. I am not talking now about the historical communistic angle, Mr. Chairman—

Mr. KEARNS. You said we have to go back and make a study.

Mr. LEVY. I did not say the historical communistic angle.

Mr. KEARNS. What is it, then?

Mr. LEVY. I say that the actual communistic effect upon the aggravation of the normal jurisdictional difficulties that arise in the situation. If you want to ignore it, that is your responsibility.

Mr. KEARNS. That is my prerogative in the thing for this reason, that I am turning it over to the proper committee to handle.

Mr. LEVY. Let me go one point further.

Mr. KEARNS. You will have an opportunity.

Mr. LEVY. I will take your ruling. I have your ruling and I understand it.

Now, you mentioned something else brought out by Mr. McCann, and I want to cover it immediately.

I say this on my responsibility as a member of the bar and as counsel for the IATSE. If there is any proof of any kind whatsoever that since November of 1941, when Richard F. Walsh was elected president of the IATSE, that there is any racketeering, any crookedness, any of the things which seem to me implicated in the terminology of the previous witness, this is the place to present the proof, and we ask and challenge that it be done.

I did that in Los Angeles; I do that again now. Congressman Hartley wrote me to the effect that that matter, the entire situation, would be gone into somewhere, somebody ought to go into it. I will read the communication to you if you want me to.

It is a telegram sent by Richard F. Walsh——

Mr. OWENS. You mentioned Mr. Hartley.

Mr. LEVY. It is to Mr. Hartley and Mr. Hartley's response. I have them both here. On March 11, 1947, Richard F. Walsh, international president of the International Alliance, Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, sent the following Western Union telegram to Hon. Fred A. Hartley, chairman, House Labor Committee, Washington, D. C.:

Having taken note of publicity given to the testimony of one Oscar Shatty before your committee, I want to urge you to complete the investigation so that all the facts may be ascertained and made known to the public. The one-sided testimony given by Shatty is misleading and prejudicial to the thousands of loyal workers who have refused to surrender to the strong arm and subversive element in Hollywood with whom Schatte is associated——

Mr. McCANN. Mr. Chairman, at this point I want to stop him for this reason——

Mr. LEVY. I did not notice that you stopped Mr. Sorrell.

Mr. KEARNS. Wait just a minute, Mr. Counsel.

Mr. McCANN. I want to call attention to the fact that Mr. Schatte's testimony was received by the full committee of the House of Representatives involving legislation on the National Labor Relations Act and was not received by this subcommittee. I think any reference to the testimony of Mr. Schatte before this subcommittee is within the exception that you have ruled and that we should not put that telegram nor the answer of Mr. Hartley in the record, and I so move.

Mr. LEVY. You do not want the——

Mr. McCANN. Now, just a moment. I want to have a ruling by the chairman.

Mr. LEVY. I will be pleased to give it to the press, sir, if you do not want to put it in the record.

Mr. KEARNS. Oh, well, you have that privilege. We do not want to hear about that.

Mr. OWENS. The chairman has not made his decision.

Mr. LEVY. I am sorry.

Mr. OWENS. Wait for the decision; you are a judge, in fact.

Mr. LEVY. Was.

Mr. KEARNS. What is the purpose of reading the telegram?

Mr. LEVY. The purpose of reading the telegram is to show that Mr. Walsh stated that the statements given at the hearing in 1947 with respect to the Hollywood situation—and that is all we were referring to—were not true and he asked for a thorough investigation of those charges, and Mr. Hartley replied that there would be such an investigation by this committee.

I will read it to you and after you hear it you will see whether you want to strike it from the record or not.

Mr. KEARNS. That is the substance of it, anyway.

Mr. LEVY. It is up to you. I abide by your rulings.

Mr. KEARNS. That is the substance of it. Mr. Hartley answered it and said that there would be an investigation.

Mr. LEVY. But I say you are not having it.

Mr. KEARNS. That is your opinion.

Mr. OWENS. The investigation is not completed yet, Mr. Levy.

Mr. LEVY. That is what we were told, sir, in Los Angeles. I will accept the ruling if you make the ruling.

Now let me go on, please, to a consideration of some of the legal matters that have been presented by the previous witness.

No mention was made by the previous witness that a number of representation proceedings were instituted on behalf of the IATSE before the National Labor Relations Board, and they have been pending for months.

Since the directive of December 26, 1945, and those representation proceedings would determine if the workers in the studios wanted Mr. Sorrell's organization to represent them, or whether they wanted the IATSE to represent them.

I am told by the National Labor Relations Board that the reasons why those representation proceedings have not been proceeded with, are because of the pendency of the entire unfair labor practice charges instituted by Mr. Cobb, the so-called Cobb charges, and by Mr. Komaroff, the so-called Komaroff charges.

One of the things I wanted to present to the committee was the fact that there were a number of proceedings pending and are pending. On the basis of those representation proceedings, whenever a vote is taken the workers will decide which organization they want to go with.

Mr. KEARNS. That is up for ruling by the Board?

Mr. LEVY. That is right.

Mr. KEARNS. That is not for me.

Mr. LEVY. That is right.

Mr. OWENS. Were those prior to the passage of the amendment to the National Labor Relations Act?

Mr. LEVY. Both prior and after.

Mr. OWENS. Prior and after?

Mr. LEVY. Yes, sir.

Mr. OWENS. You say they have not been heard because of these other charges that are filed. Have you any proof of that fact?

Mr. LEVY. Our proof is: We were told at the regional level that the hearings could not come on, on the representation proceedings, until disposition of the unfair-labor-practice charges, two of which I have mentioned, and there are some others mentioned too.

Mr. OWENS. I would like to get someone's name stated here. Who said they could not have representation proceedings until unfair labor practices were disposed of? Keeping in mind if that were true a charge filed could stop any representation proceeding. Who said that?

Mr. LEVY. Our counsel in California in the twenty-first region.

Mr. OWENS. Spoke with whom?

Mr. LEVY. Michael Gilletti—I can only give you the information I have.

Mr. OWENS. You are a former judge and you know how much that is worth in the record.

Mr. LEVY. I can only give you truthfully the answers that I have; that is what I want to do. I want to tell you that our counsel in Los Angeles communicated with me shortly before I came to Washington and told me that was his information at the regional level and I should endeavor to confer with the National Labor Relations Board at the Washington level for the purpose of cutting through that jam.

Mr. OWENS. Who was supposed to have said that at the regional level.

Mr. LEVY. I did not ask that question.

Mr. OWENS. Did you check it at Washington?

Mr. LEVY. The moment I get through with this hearing I go into the other one.

Mr. OWENS. You see, until you do that we cannot take any cognizance of that statement because there is no proof of it whatsoever.

Mr. LEVY. All I can tell you is what the fact is, as I am informed of it.

I want you to know that the day I arrived, which was the day before the hearing started and therefore I had been occupied all day, Chairman Herzog was not in the city.

Mr. OWENS. I consider that serious, and I think the person who made the statement ought to be held responsible for it.

Mr. LEVY. That is one of the reasons why I say to you I communicated—

Mr. McCANN. May I ask a repetition of the statement? I did not catch it, and it is important for us to know.

Mr. OWENS. The statement was someone informed his partner in Los Angeles they were not going to proceed with any representation proceedings until unfair-labor-practice charges that were filed subsequent to the representation proceedings had been disposed of. That is substantially the statement.

Mr. ZORN. May I just have one second? Mr. Owens, for your information, I have gone into that thoroughly, not in this situation but in many others. The accepted procedure of the Board as it has been laid down is that they will not process a representation petition while an unfair-labor-practice charge is pending.

Mr. OWENS. That is, where they were filed before the representation proceeding was filed. Are you telling me the Board will not proceed with representation proceedings filed prior to the filing of unfair-labor-practice proceedings?

Mr. ZORN. That is correct.

Mr. OWENS. Who told you that?

Mr. ZORN. I have had that experience.

Mr. OWENS. Who told you that at the Board?

Mr. ZORN. It was told me by Mr. Douds of the New York regional office; he—

Mr. OWENS. How do you spell that?

Mr. ZORN. D-o-u-d-s, and their regional attorney. I cannot think of his name at the moment. As a matter of fact, it is my recollection it is probably in the rules of procedure. I will dig them out and bring them over to you.

Mr. OWENS. I do not think you will find it in the rules of procedure, Mr. ZORN.

Mr. ZORN. I agree with you it is a bad practice.

Mr. OWENS. You attorneys will have the Board all mixed up here before you are through.

Go ahead, Judge.

Mr. LEVY. On September 30, 1946—that is after the beginning of the September 1946 strike—a charge was filed by the local unions affiliated with the Conference of Studio Unions, case No. 21-C-2901. That included, among others, the carpenters union, local 946, and the painters union, local 644. That charge was filed against the companies and it was alleged in that charge that the employers were engaged in a conspiracy and a course of conduct for the purpose and with the effect of denying to the members of said undersigned labor organizations the rights and benefits of the National Labor Relations Act, and that they conspired—mentioning Eric Johnston, Edward J. Mannix, B. B. Kahane, and others—with certain representatives of the organization known as the IATSE.

The regional director to whom that charge was presented after investigation refused to issue any complaint, finding that there was not sufficient evidence to warrant further proceedings, September 30, after the September strike.

An appeal was taken by the petitioning unions, and upon such appeal Hon. Robert N. Denham, general counsel, rendered a decision on January 6, 1948.

Mr. OWENS. 1947?

Mr. LEVY. 1948, this year, sir.

Mr. OWENS. December 6, you said.

Mr. LEVY. I am sorry, January 6, 1948, in which general counsel affirmed the regional director's findings, dismissing it.

Mr. OWENS. You do not mean he affirmed the regional director, he affirmed the attorney.

Mr. LEVY. I have a photostatic copy of what he did, and I will give it to you precisely.

Mr. OWENS. Because it was his own man who had charge of the issuance of the complaint, and he would have jurisdiction over his own employee, but not over the Board.

Mr. LEVY (reading) :

National Labor Relations Board, Washington, D. C., January 6, 1948—

a letter addressed to Pestana and Esterman. They were the attorneys for the Conference of Studio Unions:

Matter of Columbia Pictures Corp., et al., case No. 21-C-2901:

GENTLEMEN: Your appeal from the regional director's refusal to issue a complaint in the above-captioned case charging a violation of sections 81 and 85 of the National Labor Relations Act, has been duly considered. Like the regional director, I find there is not sufficient evidence of violations to warrant further proceedings at this time.

You were correct.

Very truly yours,

ROBERT N. DENHAM, *General Counsel.*

A copy, of course, was sent to the organization that I represent in New York City.

Mr. OWENS. It certainly received consideration, did it not?

Mr. LEVY. It did.

Mr. KEARNS. I want to get industry's side ironed out as quickly as possible. I can bring you back when we get into the labor angle, if you do not mind, Mr. Levy, if that will take care of it for the moment.

Mr. COBB. May I make a statement for the record at this point?

Mr. KEARNS. I am going to rule at this time—I am going to take Mr. Boren, and after that we will get into the other matter.

Mr. COBB. It is only with regard to the attack on Mr. Schatte.

Mr. LEVY. I made no attack on Mr. Schatte at all.

Mr. KEARNS. That was ruled on before the whole committee.

Mr. BODLE. I have a couple of legal matters I want to comment on.

Mr. KEARNS. You may, after we hear Mr. Boren.

Mr. LEVY. I shall be called back, I assume?

Mr. KEARNS. You will be back. When Mr. Walsh is on, the two of you can go together, Mr. Levy, or anything you want to do.

TESTIMONY OF CHARLES S. BOREN, VICE PRESIDENT, ASSOCIATION OF MOTION PICTURE PRODUCERS, LOS ANGELES, CALIF.—
Recalled

Mr. McCANN. What position do you hold in the motion-picture industry?

Mr. BOREN. I am vice president in charge of industrial relations for the Association of Motion Picture Producers.

Mr. McCANN. When did you take that position?

Mr. BOREN. The 1st of April in 1947.

Mr. McCANN. Whom did you succeed in that position?

Mr. BOREN. Mr. Pat Casey.

Mr. McCANN. How long had he held that position?

Mr. BOREN. I believe he held that position since around 1926 or 1925.

Mr. McCANN. A little over 20 years?

Mr. BOREN. Twenty years.

Mr. McCANN. What was your work before you became the vice president of the producers association in charge of labor relations?

Mr. BOREN. I was industrial-relations manager for Paramount Pictures, Inc., and studio manager.

Mr. McCANN. How long did you hold that position, sir?

Mr. BOREN. I first became associated with Paramount Pictures in 1935, in the fall, and I assumed the job of industrial-relations manager in 1939.

Mr. McCANN. In other words, you held that position for approximately 6 years before you became identified with the producers as their vice president? Is that correct or is it more than that?

Mr. BOREN. Well, from 1939 to 1947, would be approximately 7½ or 8 years.

Mr. McCANN. Would you mind telling us at this time, Mr. Boren, how many basic agreements there are between the producers and the unions?

Mr. BOREN. You mean how many individual collective-bargaining agreements?

Mr. McCANN. No. You may answer that if you want to, first, how many individual collective-bargaining agreements are there between the producers and unions.

Mr. BOREN. With the independent unions, approximately 45.

Mr. McCANN. How many agreements known as basic agreements are there in the industry?

Mr. BOREN. One.

Mr. McCANN. Will you tell us when that was entered into and between whom?

Mr. BOREN. It was entered into, to the best of my recollection, in 1926. The original parties to that agreement, I believe, were the United Brotherhood of Carpenters and Joiners of America, the International Alliance of Theatrical Stage Employees and Motions Picture Operators of the United States and Canada, the United Brotherhood of Painters, Paperhangers and Decorators of America, and the American Federation of Musicians. I may have missed one or two because I was not in the industry at that time.

Mr. McCANN. By the basic agreement you mean an agreement that was with the internationals and ran on year to year with only changes being made in wages, hours, and working conditions; do you not?

Mr. BOREN. That is true. I believe the basic agreement was generally made for a period of 5 years and then renewed for periods of 5 years thereafter.

Mr. McCANN. Did that call for the issuance of a duplicate agreement or just a renewal notice?

Mr. BOREN. It generally called for just a notice that the original agreement was renewed for an extended period.

Mr. McCANN. I hand you a document which I will ask you to please identify [handing a document to the witness].

Mr. BOREN. This purports to be the basic agreement.

Mr. OWENS. What would we call that, exhibit 1 for identification? Just for reference purposes as of today?

Mr. McCANN. I am passing him that, sir, because it is the basic agreement which he has just testified was in existence with five of the major internationals from 1926.

Is the basic agreement still in effect with respect to any or all of the unions that you have enumerated?

Mr. BOREN. I would say that was a legal question that I am not qualified to answer.

However, I see that this basic agreement was renewed March 25, 1942. It was renewed from March 14, 1941, for a period of 5 years and 7 months, to October 13, 1946.

Now the carpenters, who were a member of the basic agreement, went on strike in the spring of 1945. We canceled the existing contract with them by telegram.

Mr. McCANN. You canceled that, and you reinstated the carpenters on October 31, 1945, to their previous jobs after canceling the contract?

Mr. BOREN. We did, sir.

Mr. McCANN. And restored them to their jobs, whether you restored the contract or not?

Mr. BOREN. That is true.

Mr. McCANN. Then on July 2 you entered into the Beverly Hills agreement by the terms of which you agreed, I believe, that the existing working conditions, and so forth, should be carried on for another period of 2 years; is that not true?

Mr. BOREN. Wages and working conditions were from the period of January 1, 1946, to December 31, 1947, inclusive, with the stipulation that if the cost of living had risen 5 percent or more from July 1, 1946, to January 1, 1947, the unions could reopen for wages only.

Mr. McCANN. Yes. What I am trying to get at, Mr. Boren, is this: Was there ever any other agreement executed other than an addendum with respect to wages, hours, and working conditions, other than the basic agreement with respect to the five unions you have enumerated?

Mr. BOREN. Yes, there was.

Mr. McCANN. Would you mind explaining that to us, sir?

Mr. BOREN. The painters withdrew from the basic agreement. The date I cannot give you. We did enter into contracts with local 644 of the painters after the basic agreement was signed.

Mr. McCANN. Is that the only one that was changed?

Mr. BOREN. No; we also executed contracts with the teamsters' union individually from the basic agreement.

Mr. McCANN. When was that executed?

Mr. BOREN. I want to state this accurately. For the period covering '46 and '47 and also we extended another agreement——

Mr. OWENS. Mr. Boren, counsel is asking the questions, but we are the ones who want to hear the answers. Would you face this way?

Mr. BOREN. I am sorry. We have so many agreements with so many dates that I want to speak carefully so I can speak as accurately as I can for the record.

Mr. KEARNS. Take your time, sir.

Mr. BOREN. The last agreement we executed with the teamsters was in August of 1947, for a period of 1 year. The anniversary date of that contract is August 15, 1948.

We also entered into contracts with the American Federation of Musicians. The last contract we entered into with the American Federation of Musicians was April 1, 1946. The anniversary date I believe is September 1, 1948, around the first of September of this year.

Mr. McCANN. Mr. Chairman, if I am mistaken I do not want to introduce this in the record, but unless I am corrected I do not believe the basic agreement has ever been received in evidence in our records.

I am going to ask that a copy of the basic agreement with the carpenters, which he has explained as having been modified, and so forth, be received and reproduced in the record.

Mr. KEARNS. No objection.

Mr. OWENS. As exhibit 1 of today, so that we have it marked, rather than by title?

Mr. McCANN. It will be reproduced in the record right here and not as an exhibit.

Mr. KEARNS. Read it right into the record.

Mr. McCANN. I am going to pass it to the court reporter to place it into the record.

(The document referred to is as follows:)

ORIGINAL BASIC STUDIO AGREEMENT

Agreement made this 29th day of November 1926, between such persons, firms, or corporations engaged in the production of motion pictures as may become parties hereto by signing this agreement or a copy hereof (hereinafter called the Producers) and the International Alliance of Theatrical Stage Employees, the International Brotherhood of Painters, Decorators and Paperhangers of America, the United Brotherhood of Carpenters and Joiners of America, the International Brotherhood of Electrical Workers, and the American Federation of Musicians (hereinafter called the Unions).

Witnesseth:

(1) The Unions shall select a committee of five members who shall be presidents of international or national unions affiliated with the American Federation of Labor (referred to hereinafter as the Internationals' Committee) which shall represent the Unions in questions arising between the Unions and the Producers at the several studios of the latter.

(2) The Producers shall appoint a committee of five members (hereinafter called the Producers' Committee) to meet with the Internationals' Committee at regular intervals and otherwise at the joint call of the chairman.

(3) The Internationals' Committee and the Producers' Committee shall jointly hear or consider all requests or grievances or other questions affecting wages, hours of labor, or working conditions in the studios of the Producers which have failed of local adjustment, and any other matters as to which such joint consideration will tend to avoid misunderstandings, or will tend to improve the condition of the industry and of its employees. Any officer representing a Union, or any Producer, shall have the right to be present at a hearing in the subject matter of which the interests of his organization are specially concerned, or to bring before the committees sitting jointly any question which in his judgment requires consideration or adjustment.

(4) The Internationals' Committee and the Producers' Committee acting jointly may make rules for the local adjustment of requests or grievances, for arbitration of, or hearing of, requests or grievances, before or after they are acted on by the Internationals' Committee and the Producers' Committee, or similar matters of procedure.

(5) Any Union or any Producer may withdraw from this agreement upon duplicate written notice mailed to the chairman of the Internationals' Committee and also to the chairman of the Producers' Committee. As to parties hereto not so withdrawing, this agreement shall terminate at the expiration of 2 years from its date unless sooner renewed.

In witness whereof the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, William F. Canavan, president; International Brotherhood of Painters, Decorators and Paperhangers of America, George F. Hedrick per Charles E. Lessing; United Brotherhood of Carpenters and Joiners of America, John Flynn, general representative; International Brotherhood of Electrical Workers, James P. Noonan, per A. W. McIntyre, representative; American Federation of Musicians, Joseph N. Weber, president, AFM; Producers Distributing Corp., F. C. Munroe, president; Universal Pictures Corp., R. H. Cochrane, vice president; Metro-Goldwyn-Mayer, N. M. Schenck, vice president; Fox Film Corp., W. R. Sheehan, vice president; First National Pictures, Inc., S. Spring, secretary-treasurer; Famous Players Lasky Corp., Elek John Ludvich, secretary-treasurer; F. B. O. Studios, Inc., J. I. Schnitzer, vice president; Warner Bros. Pictures, Inc., Albert Warner, vice president; Educational Film Exchanges, Inc., E. W. Hammons, president.

RULES OF PROCEDURE UNDER MOTION PICTURE AGREEMENT OF NOVEMBER 29, 1926

The following rules are adopted by the Internationals' Committee and the Producers' Committee representing all of the signatories to the above agreement as of the 14th day of December 1926, their purpose being to establish the principle of cooperation and adjustment, it being understood that they are subject to amendments or additions as occasion may arise.

1. The Internationals' Committee may appoint agents, delegates, or officers who shall have authority in dealing with the separate managements of the studios of the Producers as may be expressly delegated to them by the Internationals' Committee. The relations of the Unions with the Producers and with the separate managements of their studios in matters affecting wages, hours of labor or working conditions are to be carried on exclusively through the Internationals' Committee. Except where the organic law of a union does not permit such procedure.

2. The Internationals' Committee and the Producers' Committee shall each select a chairman.

3. The Internationals' Committee and the Producers' Committee shall each appoint or select a secretary, or some other agent designated for the purpose who have an office in Los Angeles. Grievances, requests, or other matters arising out of the agreement which have failed of immediate adjustment at any studio shall be reported by each side to its own secretary or agent, who shall confer with the secretary or agent of the other side. Each secretary or agent shall make an independent inquiry into the facts and report them to the chairman of his committee with his suggestions or recommendations.

4. The chairmen jointly may order a hearing on any subject either before or after it has been brought to the attention of the full committees, to be held at such place and time and by such person or persons representing their committees as they may decide. Any person affected by the decision of such person or persons shall have the right of appeal to the committees for their further action.

5. Each committee may make its own rules as to alternates and other matters affecting its own organization or functions.

6. Additions to or amendments of the rules may be made from time to time by the joint action of a majority of each committee by vote or agreement in writing. Any of the foregoing rules or any rule hereafter adopted may be canceled and thereby made of no further effect by vote of, or written agreement of, a majority of either committee, notice of the same being given in writing to the Chairman of the other committee.

Mr. McCANN. Now with respect to the teamsters, I hand you two documents which seem to relate to wage scales, hours of employment, and working conditions. One is dated 1944 and one is dated 1946. They were furnished to me as if they were the last teamsters' contracts. I wonder if you will look at them and tell me whether that is true?

Mr. BOREX. No; there is a later contract than you have given me.

Mr. McCANN. What date was that contract?

Mr. BOREX. That contract was executed as of August 14, 1947.

Mr. McCANN. In regard to these contracts which one of them was in force and effect when the strike started in 1945?

Mr. BOREX. The contract dated October 12, 1944.

Mr. McCANN. Which contract was in force and effect at the time of the September jurisdictional strike?

Mr. BOREX. I am sorry this does not have the date on it. It is the contract marked "1946."¹

Mr. McCANN. Was there any other contract between the basic agreement and the 1946 contract which set out the conditions under which the contract was to operate?

Mr. BOREX. I am sorry; you will have to repeat that question.

Mr. McCANN. Was there any other contract supplementing the basic agreement which was entered into in 1926, between 1926 and

¹ The 1946-47 contract between the major studios and teamsters' local No. 399, with notice to all studios dated December 10, 1946, re Bulletin dated September 26, 1946, is on file with the committee as a reference exhibit.

1946, except such changes in wage scales, hours of employment, and working conditions as illustrated by these documents to which you have referred?

Mr. BOREN. It was commonly called a cover sheet in the industry—is that what you refer to?—outlining the scope of the agreement, shop conditions, and so forth; is that what you refer to?

Mr. McCANN. You see what these are. These just change wages, hours, and working conditions.

Mr. BOREN. There were no cover sheets, as they commonly call them in the industry, although the teamsters were granted a closed shop and were recognized.

Mr. McCANN. When were they granted a closed shop?

Mr. BOREN. I would have to look at my records and I cannot state positively. I think they were granted the closed shop in 1936.

Mr. KEARNS. Mr. Boren, anytime we have these records here that have to be authenticated, Mr. Zorn has referred all contract matters to you now, so we will have to try to step pretty accurately here.

Mr. BOREN. I want to be as accurate as I can. You are going back into historical matters here. I can certainly speak on all current contracts and provisions therein.

I did not know that I would be required to go back as far back as 1936.

Mr. OWENS. I think the main thing the chairman is speaking about is the fact that you did make an agreement with this basic group in 1942 that dated it back from 1941 to 1946, and you did make another agreement in 1944. That was with the IATSE; was it?

Mr. BOREN. Yes. We made an agreement with the IATSE.

Mr. OWENS. It is the IA of TSE. I guess if we say it that way we can get it.

Mr. BOREN. The IA. Let us call them stage hands.

Mr. OWENS. You made that in 1944? Was that the one you just showed him, Mr. McCann?

Mr. BOREN. No.

Mr. OWENS. You had an agreement of 1944.

Mr. McCANN. The 1944 agreement dealt only with wages, hours, and working conditions.

Mr. OWENS. With the same basic group you had made the agreement with in 1942; is that true?

Mr. BOREN. In 1942 we negotiated with the basic agreement groups. In my original testimony I said the IATSE and the painters were in the basic agreement groups. To my knowledge they were in 1926, but subsequently they withdrew from the basic agreement, both unions.

Negotiations, particularly in 1946, were not conducted as a basic agreement group because some of the parties had left.

Mr. OWENS. Except you did attach your copy to the rules of procedure under the basic agreement?

Mr. BOREN. We did not attach it. We had a handshake with these people so far as shop conditions and so on were concerned.

Mr. McCANN. Mr. Owens, on that score my attention has just been called to the fact that the rules of procedure had two pages in front of it. I took this because it was furnished to me by the producers as the contracts.

Mr. OWENS. That was what was puzzling me. I could not figure it out.

Mr. McCANN. I am calling attention to the fact that this appears to be the original basic agreement, signed by all the organizations, with the rules of procedure attached.

Mr. OWENS. That is why I said it should be marked by an exhibit number; then we will not become puzzled about it. They should be marked so that when they are reproduced we will not get the wrong document in the record at this point.

Mr. McCANN. That is the complete basic agreement, is it not, Mr. Boren?

Mr. BOREN. Right.

Mr. McCANN. I think we can trust the court reporter to reproduce it. It consists of four printed pages and will be reproduced at this point in the record.

(This agreement was reproduced earlier in the record. See p. 1262.)

Mr. BOREN. I am not insisting on that, because I thought the rules of procedure were on that.

Mr. McCANN. I regret very much, Mr. Boren, but this was what was sent to me as the basic agreement.

Mr. KEARNS. You ought to know your own basic agreement.

Mr. McCANN. Now was there anything in the basic agreement or in any other contract that was entered into between the carpenters, the painters or any of the other people who executed this basic agreement, which prevented any of them from honoring a picket line by any other union?

Mr. BOREN. I don't believe so. They could withdraw from the basic agreement at any time. I think there was a 10-day notice in there. I am not too familiar with the whole basic agreement.

Mr. McCANN. Well, it was not even required that they withdraw from the basic agreement. In case they had any labor dispute with you they were free to strike themselves?

Mr. BOREN. You must understand in the basic agreement we had very harmonious relationships with these people. They were under open-shop conditions and we did not have the fight for jurisdiction which we sometimes find when we have closed-shop conditions. What entered into the minds of those men back in 1926 was certainly not followed in 1945.

Mr. McCANN. Mr. Boren, was there ever anything in these basic agreements or modifications that obligated a union to refuse to go through a picket line in case of a strike?

Mr. BOREN. The strength of those basic agreements was that the international presidents honored the contract, and we did not think in those days, as I am told, that anyone could take the liberty to violate a contract and walk off the job.

Mr. McCANN. I do not think you had it happen either, did you?

Mr. BOREN. No, because it was made upon faith and honest relationships between men.

Mr. McCANN. Now, will you state whether or not you were present at the time of the references which we have made to the meetings of the 11th and 12th of September 1946, when Mr. Cambiano came to the meeting. Were you there?

Mr. BOREN. I was.

Mr. McCANN. At that time you represented Paramount, did you not?

Mr. BOREN. I was not on the producers labor committee but I attended with Mr. Y. Frank Freeman, who was the representative of Paramount on the labor committee.

Mr. McCANN. And you were there at the time Mr. Cambriano came in and made his ultimatum?

Mr. BOREN. I was.

Mr. McCANN. Were you there at the time it was represented by Mr. Tuohy that Mr. Beck had given orders that the teamsters would go through the picket line?

Mr. BOREN. I don't know whether I was there or not. If the minutes say I was there, I was there. I know the teamsters honor their contracts. We have always had that relationship, like we have always had with the other unions, such as the American Federation of Labor.

Mr. KEARNS. Mr. Boren, do you want to refer to them as minutes or notes?

Mr. BOREN. Personally, I am very glad you helped me out on that, Mr. Chairman. I consider them notes.

Mr. KEARNS. Just so it is right in the record.

Mr. BOREN. Thank you.

Mr. McCANN. It appears from an examination of the volumes furnished to me in Hollywood as minutes of the meetings held by your studios that constant references are made to the contracts, to the negotiations and to the terms and agreements entered into between the producers and the unions. is that correct?

Mr. BOREN. Many of those notes contain that, yes.

Mr. McCANN. At that time is it not a fact that Mr. Clark, acting on behalf of the producers, kept a record of all the contracts, agreements and labor relations conferences which took place between the producers and the unions?

Mr. BOREN. He took his own notes of those meetings.

Mr. McCANN. He had been doing that for a long time, had he not?

Mr. BOREN. He had.

Mr. McCANN. And at times when the producers wanted to know what took place in one of their meetings they called on Mr. Clark for copies of his notes, did they not?

Mr. BOREN. They certainly did, and they also argued with Mr. Clark that they did not say such a thing as that, and so forth, and that that was not their position.

Mr. McCANN. Yes; but they did use them and they did know Mr. Clark was keeping those notes and they used those notes from time to time in connection with their business, did they not?

Mr. BOREN. They did so.

Mr. McCANN. Is it not a fact that you personally, when you wanted to know what took place at a certain meeting, would call Mr. Clark and say, "What do the minutes show on such and such a date"?

Mr. BOREN. If that is directed to me personally, I did not. I never referred to those minutes or those notes, Mr. Chairman. You can ask Mr. Clark. I kept my own notes. I was fully informed as far as I was concerned and I acted on the information that was there.

Mr. McCANN. Mr. Clark, I believe, is in your office. You have been acting as the head of that office since 1947, have you not?

Mr. BOREN. Since April 1947.

Mr. McCANN. Do you not know from your own knowledge that the producers have from time to time called him and asked him, "What does the record show on such and such a date, and what was done by the producers on this issue"?

Mr. BOREN. Yes; I know that they have called him and asked him.

Mr. McCANN. It was common knowledge among those who were there that Mr. Clark kept minutes of the meetings of the producers meetings, was it not?

Mr. BOREN. I think most of the people knew that. Perhaps some of the people did not know that those notes were kept.

Mr. McCANN. But you know most of them knew they were kept?

Mr. BOREN. Many of them knew they were kept.

Mr. McCANN. And utilized these notes from time to time for the purposes of their organization?

Mr. KEARNS. Mr. Counsel, we have on the record from the Los Angeles meeting that they admitted they knew the notes were kept.

Mr. McCANN. Mr. Chairman, some said they never knew the notes were kept at all, and yet these notes go into all the negotiations, they go into meetings as to what will be paid, wages and hours and working conditions.

Mr. BOREN. I am on the stand, Mr. McCann. I know those notes were kept and I answered to that effect.

Mr. McCANN. Mr. Chairman, that finishes my direct questions, if you will excuse me. Other questions will be submitted, I know.

Mr. KEARNS. Mr. Boren, before I call on Mr. Owens, I would like to have you in your own words describe the preparation that was made to prepare the checks for those who were leaving the jobs on Monday, September 23, is not that correct?

Mr. BOREN. Yes, that is correct.

From September 12 to September 23 sets had been declared hot by carpenters. During that period we built as many sets as we could in our mill, complete, to be erected on the stages.

We had some painting to do during that time. Paramount Pictures assigned some painters to the hot sets before September 23. These men refused to do the work.

Mr. KEARNS. Why did they refuse to do the work?

Mr. BOREN. Because they were supporting the carpenters. They would not go on a set and paint which had been erected by set erectors of the IATSE.

We laid off these painters for refusal to do work assigned. Subsequently they returned to work, because they did work on the hot sets, that is, the painters did.

But at our studios and our mills—Paramount I am speaking of only—began to get cramped up and other studios did, it was decided we would have a test to see whether or not the carpenters and painters would live up to the directive that was issued by the three-man committee.

Mr. KEARNS. That test was planned by the producers—by Paramount: is not that correct?

Mr. BOREN. Yes, sir. It was my belief that these men would refuse. I did not know whether they would or not, but I wanted to find out if they would or not. I thought the better part of the gamble was that they would refuse.

In preparation for their refusal I personally ordered the accounting department to work on Sunday to make up these checks. The reason I did it was that the State Labor Code of California requires that when a man is laid off or discharged that his moneys are due immediately. And as Mr. Sorrell and others have testified here, we have had some ugly pictures and I did not want to quarrel over the fact whether we had the money ready for them or not at the time they should refuse to do their work.

If they had not refused to do the work naturally the checks never would have been issued.

Now it is true, as I testified in Los Angeles, that in some of our collective bargaining contracts we have a provision in those contracts which states that a man who is laid off shall be immediately paid or he will be paid by check within 24 hours.

Mr. KEARNS. How long is he hired for originally?

Mr. BOREN. One day.

Mr. KEARNS. Every man working there on the lots is hired for 1 day?

Mr. BOREN. Not every man, no, because we have many classifications of workers. In the painters union, for example, we have flat salaried foremen who are hired by the week.

Mr. KEARNS. We had a man in Los Angeles, as you recall, who testified he had worked for 20 years but so far as his tenure was concerned all he was employed for was by the day.

Mr. BOREN. That is true. These are day workers. I would like to say, too, that we do not have any incentive pay out there; we do not have any slide rules.

Mr. KEARNS. I have a new bill on that that is pretty good. I will show it to you fellows.

Mr. BOREN. So when these men were assigned to these hot sets—

Mr. KEARNS. On Monday?

Mr. BOREN. On Monday, and when they refused to do the work they were assigned, they were requested to go home. They were tendered their checks at that time, because that is the law of the State of California. It is also a part of our union contracts, that they be tendered their checks when discharged, so that is why I ordered the checks to be prepared on Sunday.

Mr. KEARNS. If they did not want to leave were they ordered out?

Mr. BOREN. We did not have that trouble.

Mr. KEARNS. You are speaking just at Paramount?

Mr. BOREN. I am speaking of Paramount. We did not have that trouble at Paramount.

Mr. KEARNS. There were other instances?

Mr. BOREN. I want to say a lot of those men went down to those sets with a lot of regret. A lot of them did not want to go down, did not want to go through this routine, and that is the unfortunate thing about it.

Mr. KEARNS. Mr. Owens, do you have any questions?

Mr. OWENS. Yes, I think Mr. Boren might be able to clear up a few things.

I believe you mentioned before that you have that contract with the basic group which was made in 1942, extending to about October of 1946 and the stage hands were not included in that group?

Mr. BOREN. No, the stage hands had withdrawn many years before.

Mr. OWENS. And who else?

Mr. BOREN. The painters had withdrawn many years before.

Mr. OWENS. So you made a separate agreement with them in 1944, did you?

Mr. BOREN. We did make a separate agreement with the IATSE in 1944.

Mr. OWENS. Did you make one with the painters?

Mr. BOREN. We had an agreement with the painters. It was not an executed agreement, as I understand. We had published working conditions, rates of pay, and so on. We had a closed-shop condition with the painters.

Mr. OWENS. You posted conditions of employment, wages, and so forth, and you agreed with that and had the closed-shop arrangement with them, so you did have an agreement?

Mr. BOREN. Yes.

Mr. OWENS. It simply was not in writing?

Mr. BOREN. The agreement was in writing. We had many clauses in this agreement, but what I mean by an executed contract was that we did not have the cover sheet outlining the scope of the agreement. They had had one previously that way. I do not know whether Mr. Sorrell would corroborate this or not, but we more or less had a handshake agreement with the producers to work out details, and so on.

Mr. OWENS. But you were going along all right?

Mr. BOREN. Yes, sir.

Mr. OWENS. The agreement you made with the stage hands was for 5 years?

Mr. BOREN. Right.

Mr. OWENS. Now, you heard some testimony before about something that took place in 1944 that caused charges to be filed with the National Labor Relations Board, and so forth. You did not have anything to do with that, did you?

Mr. BOREN. I was not in charge of the office at that time.

Mr. OWENS. You were at that time—

Mr. BOREN. I was at Paramount pictures.

Mr. OWENS. You were at Paramount at that time, so you could answer for Paramount?

Mr. BOREN. I certainly can.

Mr. OWENS. In other words, the difficulty in 1944, so far as you were concerned, was between the unions, between the stage hands and this group of Mr. Sorrell's, is that correct?

Mr. BOREN. Yes.

Mr. OWENS. In 1945, however, you did have some difficulty, did you not, in the spring?

Mr. BOREN. We did.

Mr. OWENS. What was that trouble?

Mr. BOREN. It has been testified here it was over the set decorators.

Mr. OWENS. Was that testimony substantially correct which was given us here before as to the difficulty in the spring of 1945?

Mr. BOREN. Yes; I think that story has been pretty well thrashed over here, yes.

Mr. OWENS. Now I am going to get right down to the point. After this arrangement was made in 1945 and then the directive handed down by the three-man board in December 1945, you went along and followed that directive, did you?

Mr. BOREN. We did.

Mr. OWENS. Then in August, when the so-called clarification was rendered, you refused to go along with that clarification so-called?

Mr. BOREN. We did, because upon advice of counsel we had a binding contract, a binding agreement so far as jurisdiction was concerned.

Mr. OWENS. And you made the demands upon these people to work, then issued the checks in accordance with your theory of operation?

Mr. BOREN. We did. Before we made the test of whether they would work or not and we could find out whether we could operate our studios or not, we asked these men to come back to work and return under the directive that had been issued.

Mr. OWENS. What is the situation today with respect to that matter?

Mr. BOREN. I am sorry, I do not get that.

Mr. OWENS. What is the situation today with respect to that?

Mr. BOREN. To the carpenters and painters?

Mr. OWENS. Yes; to the difficulty that then existed? Are you operating?

Mr. BOREN. Oh, yes; we are operating.

Mr. OWENS. Are you operating normally?

Mr. BOREN. No; we are not operating normally, but we are not operating abnormally because of this strike condition. The motion-picture industry has been adversely hit by a falling off of the box office domestically; the increased tax situation about which you have no doubt read in the papers, Congressman, have caused serious retrenchments in the studios.

Mr. OWENS. Well, that would be a normal condition of things arising outside.

Mr. BOREN. Because production is low in Hollywood does not arise out of the strike situation.

Mr. OWENS. Now, going back to the situation Mr. Sorrell mentioned in 1945 when he spoke of undesirable workers, are those the people who were employed during the time of war while the painters were on strike?

Mr. BOREN. Yes.

Mr. OWENS. And who came in to operate while we were at war to keep the work going?

Mr. BOREN. Yes.

Mr. OWENS. Were they members of the union, or of one of the unions?

Mr. BOREN. I cannot testify whether they were members of the union. In 1945 the IATSE supplied us with men. I am sure that some of them and many of them had cards or permits from the IATSE.

Many of those men were members of the IATSE that worked in the "strikers' jurisdiction," as it is best termed. Many of them had been members of the IATSE for many years, and particularly those people who possessed and had the skills of the carpentry trade.

Mr. OWENS. Did you hire anyone except through the unions?

Mr. BOREN. I speak for Paramount: Yes, we did. We had five men ourselves who went and conscripted men who possessed the skill of carpentry to work in our studios.

Mr. OWENS. Men that you needed.

Mr. BOREN. Men that we needed.

Mr. OWENS. Did you make a request upon the carpenters at that time to give you any men?

Mr. BOREN. We made repeated requests upon the carpenters, the painters, and the other striking unions to return to work, to give us the men before we sought replacements.

Mr. OWENS. Your arrangement now with the stage hands is that under an open-shop contract, or are you proceeding under the act?

Mr. BOREN. We are proceeding under the Taft-Hartley Act, as it applies to work in the carpenters', painters', and machinists' jurisdictions.

Mr. OWENS. Have they asked for a union shop?

Mr. BOREN. Has the IA asked for a union shop?

Mr. OWENS. Yes.

Mr. BOREN. The IA asked us, yes, to recognize the carpenters and painters, and we refused.

Mr. OWENS. You say the IA asked you?

Mr. BOREN. Yes.

Mr. OWENS. To recognize the carpenters and painters?

Mr. BOREN. The men they had sent in to replace the carpenters and painters, yes, they asked us.

Mr. OWENS. I don't think you understand what I mean. I am asking, the ones you have your contract with, the IA, the stage hands, are you working under a union-shop agreement?

Mr. BOREN. With the stage hands?

Mr. OWENS. Yes.

Mr. BOREN. No; we have a closed-shop agreement.

Mr. OWENS. Oh, you have a closed-shop agreement?

Mr. BOREN. Yes.

Mr. OWENS. In other words, that was placed in the contract back in 1944?

Mr. BOREN. No, before that; that goes back to 1936.

Mr. OWENS. But the last contract was in 1944?

Mr. BOREN. That is right.

Mr. OWENS. And you expect to operate under that until when?

Mr. BOREN. Until its anniversary date, August 1949.

Mr. OWENS. Under the closed shop?

Mr. BOREN. Under the closed shop. August 10, 1949.

Mr. OWENS. That is the interpretation on it so far?

Mr. BOREN. That is the advice I got from labor counsel.

Mr. OWENS. Well, we won't go into that. That is all, Mr. Chairman.

Mr. McCANN. May I ask one question there? I think we need to make it a little clearer, Mr. Chairman, with respect to the refusal to contract, with reference to the carpenters and painters that have come into the studios since the incident of September 23, 1946.

As I understood you, Mr. Boren, you refused to sign a contract with machinists, painters, and carpenters who had been brought in since September 23, 1946; is that correct?

Mr. BOREN. That is true.

Mr. McCANN. So that all of those replacements are working on a day-to-day basis in your plants?

Mr. BOREN. That is true.

Mr. KEARNS. But they belong to the IA?

Mr. BOREN. I don't think so, not all of them by any means. We don't call upon the IA for carpenters, painters, and set designers.

Mr. KEARNS. Where do you hire them?

Mr. BOREN. We hire them at the studio gates, our personnel offices. Every person who applies for help is classified.

Mr. KEARNS. They do not have to belong to the union?

Mr. BOREN. There is no condition predicated upon union membership.

Mr. KEARNS. Then you do not have a closed shop, you have some nonunion members in your studios?

Mr. BOREN. We do.

Mr. McCANN. Mr. Boren, I have been passed by Mr. Cobb a fifth sheet which is marked "Exhibit D," and which is printed, and I am going to ask the court reporter to add it to the previous four sheets—

Mr. COBB. No: counsel misunderstands. That is not a part of that. That relates to a separate and distinct contract dated in December 1935.

Mr. McCANN. That is correct, December 1935.

It is a modification of the previous four-page exhibit. There is a closed-shop agreement market "Exhibit C," with the American Federation of Musicians, the IATSE, the International Brotherhood of Electricians, the United Brotherhood of Carpenters and the United Brotherhood of Teamsters. Unless there is objection. Mr. Chairman, I will ask that this be received at this point and reproduced in the record as soon as Mr. Boren identifies it [handing document to the witness].

Mr. McCANN. If there is no objection, Mr. Chairman, may this be received and reproduced at this point?

Mr. KEARNS. No objection.

(The document is as follows:)

NOTICE—UNION AGREEMENT

A meeting was held in New York December 8 between representatives of the union signatory and the producers signatory to the basic agreement at which the following agreements were reached:

* * * * * * *

It is hereby agreed:

* * * * * * *

8. At the meeting in New York December 8, 1935, between the representatives of the unions signatory and the producers signatory to the basic agreement, it was decided that all employees working under the jurisdiction of the following international unions would work under closed shop conditions:

American Federation of Musicians; International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada; International Brotherhood of Electricians; United Brotherhood of Carpenters and Joiners of America; United Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America.

Therefore, effective January 2, 1936, every employee in a studio working under the jurisdiction of these above international unions shall have to carry a card in his respective union.

PAT CASEY,

Chairman, Producers' Committee.

Mr. McCANN. Mr. Chairman, I have some questions that have been submitted by counsel which I should like to ask. I represented to Mr. Tuohy who is here from California, and who is still seated in the back, that we would try to dispose of him as soon as convenient. I wonder if it would be possible this evening, after asking these questions? If it is not, I would like for Mr. Tuohy to know it, so he can plan his transportation. It is now 4:30. We have quite a few more questions to ask Mr. Boren.

Mr. KEARNS. All right, we will see what time it is when we get through with them.

Mr. McCANN. Mr. Bodle, counsel for the painters, submits the following questions:

Were the men discharged on Monday, September 23, 1946, replaced immediately?

Mr. BOREN. No; I mean, some of them were replaced, but they were not all replaced immediately.

Mr. McCANN. If so, when were they replaced?

Mr. BOREN. I can't answer that accurately; over a period of time, 1 week, 2 weeks, 3 weeks.

Mr. McCANN. I believe you have answered this question: Where did you obtain them, the replacements?

Do you think you have answered that?

Mr. BOREN. Which strike are you talking about now?

Mr. McCANN. We are talking about 1946, September 23.

Mr. BOREN. We obtained most of our painters in 1946 through the auspices of the IATSE.

Mr. KEARNS. Yet they still come down to your employment office and are employed?

Mr. BOREN. Not at the time of the strike, I mean, at the beginning of the strike.

Mr. KEARNS. How did you get the men at the time of the strike? Didn't they come down and apply at the employment office?

Mr. BOREN. Some of them did. I am speaking of present existing policy as it exists at the studios.

Mr. KEARNS. At the time of the strike, though, you went to the IA for them?

Mr. BOREN. That is right.

Mr. McCANN. As a matter of fact, Mr. Boren, it had been arranged between the producers and Mr. Brewer that he was to try to furnish replacements, had it not?

Mr. BOREN. Well, we had said to many groups in Hollywood, I think it has been testified here, that it was our desire to keep the studios open.

Mr. McCANN. I understand that, but had it not been arranged between the producers labor committee and Mr. Brewer that he was to furnish replacements for those that you let out on the 23d of September?

Mr. BOREN. Yes; we said we would call upon him to furnish us people.

Mr. McCANN. Is it not a fact you told him at the labor committee meeting that your policy, what you were going to do with respect to keeping the studios open, depended upon whether he would fulfill the obligation of filling the places of those who went out?

Mr. BOREN. I don't think Mr. Brewer had any obligation. There was no obligation there. We had a plan—not a plan, but a desire to protect the economic status of our studios. We also had the responsibility of many thousands of workers who might have been thrown out of work in this case.

Mr. McCANN. That has been testified to repeatedly, and I have no question but that it is accurate, sir, but I am asking you, do you recall this, which is a part of the notes or minutes kept by Mr. Clark

on September 12, 1946, and you are shown to have been present at that meeting:

It was decided to call in Brewer to tell him the situation and find out from him if IA is to furnish men to fill places vacated to keep the studios open.

Mr. ZORN. May the record show that that statement was made after the decision was made to try to keep the studios in operation and the same notes indicate that Mr. Brewer was not called in until the afternoon of that day, after the producers had decided to continue to try to operate the studios.

Mr. KEARNS. Do the notes show that that is the case?

Mr. McCANN. The record shows, Mr. Chairman—and if you want it all read I will be glad to read it all so as to show the background. I was trying to keep it short, if I could.

It is apparently the opinion of the New York executives and Johnston to try the second course. If we try this course and call upon IA and they should fail to be able to keep us open, then the IA may attempt to get the federation to settle the matter or adjudicate the matter with the carpenters.

That ends that paragraph.

It was agreed by those present to follow the second course, but to take time to face the issues and not to put on any IA men in place of strikers until after Monday. No one will have to close down a picture on account of no sets before Monday. It was decided to call in Brewer to tell him of situation and find out from him if the IA is to furnish men to fill places vacated to keep the studios open.

Now, I have read the three sections there, and ask you if you recall that situation.

Mr. BOREN. I do not necessarily recall them in the sequence they were read. Mr. Johnston has already testified here his position was to close the studios.

But after we decided to operate our studios, we did call in the IATSE and asked them if they would help us in keeping the studios going, but it was an independent decision that we were going to operate.

Mr. McCANN. Now, reading from the same day, I will read this to you and ask if you recall it:

Brewer and Cooper joined the meeting—

this is September 12, 1946.

Kahane explained the situation which the producers find themselves in. Reading the letters recently received from the carpenters and the producers' reply to the carpenters signed by Casey: Kahane outlined the two courses the producers could follow and stated, "Our position depends on your (Brewer's) position is as to furnishing us with men."

Do you recall that statement being made by Mr. Kahane?

Mr. BOREN. No; I do not. I can add this, though, that we wanted to stay open. We made the decision to stay open, but unless we had some help in staying open—

Mr. McCANN. Do you recall this:

Brewer replied they would do everything required to keep the studios open and would supply the necessary help?

Mr. BOREN. That is on September 12?

Mr. McCANN. Yes, sir.

Mr. BOREN. I think that is correct.

Mr. McCANN. Do you recall that?

Mr. BOREN. I do not recall those things exactly as written there, but I recall the substance, yes.

I am not trying to evade your question.

Mr. McCANN. Proceeding with the questions asked by Mr. Cobb—

Mr. BODLE. Mr. Chairman, there is just one point I would like to make in view of the comment made by counsel over here. In the minutes of September 11, which is the date the ultimatum from the carpenters was given, there is a notation that the carpenters left the room at 3:30. Then a few paragraphs after that statement, there is this notation:

Kahane answered a phone call and on returning stated, "Brewer says instructions to man the companies means furnish painters, carpenters and so forth."

That apparently occurred immediately after the receipt of the ultimatum. That is in the minutes of September 11.

Mr. BOREN. In the minutes of September 11—didn't it show Mannix was also in favor of closing the studios?

Mr. KEARNS. Mr. Mannix made that statement.

Mr. BOREN. We made no conclusion on September the 11th as to what we were going to do.

Mr. BODLE. But they had already made inquiry of Mr. Brewer as to what his intentions were and whether he would provide help.

Mr. McCANN. Mr. Chairman, the record so shows, as read by Mr. Bodle.

Mr. KEARNS. Proceed, please, with Mr. Cobb's questions.

Mr. McCANN. Mr. Cobb's question:

Were many of the men furnished you by the IATSE permittees, as distinguished from members?

Mr. BOREN. I don't know. I never examined the records of the men.

Mr. McCANN. Are you operating now as an open shop with relation to carpenters?

Mr. BOREN. Yes. We hire people at our studio.

Mr. McCANN. Have you offered any employment to carpenters under their contracts since September 23, 1946?

Mr. ZORN. Under what contracts, Mr. McCann, may I ask?

Mr. OWENS. I don't think anyone ought to break in, because counsel may have a purpose in asking this question. He may get a different answer, but it may be pertinent. I do not think counsel ought to lead him in his answers.

Mr. BOREN. Would you read the question again, Mr. McCann?

Mr. McCANN. Have you offered any employment to carpenters under their contracts since September 23, 1946?

Mr. BOREN. I do not understand the question.

Mr. KEARNS. Did not the carpenters have an existing contract at the time they refused to work on the "hot" sets?

Mr. BOREN. That is a legal question again, Mr. Kearns, whether they did or did not have a contract.

Mr. KEARNS. They have insisted they did have, and you have not made a decision on it, is that not correct?

Mr. BOREN. That is correct. You can bat those balls around for a long time.

Mr. McCANN. Have you offered carpenters work, provided they come under open shop?

Mr. BOREN. Provided they come under open shop?

Mr. McCANN. That is the way it reads, sir, and I have to read it that way.

Mr. BOREN. We have not asked or insisted that a man have a card or not have a card. There is no condition of membership in the carpenters when we employ our employees.

Mr. McCANN. Continuing Mr. Cobb's questions:

You state that the basic agreement was extended from time to time. Did all the major companies join in the extensions?

Mr. BOREN. I think so, with the exception that not all the major companies have belonged continuously to the Producers' Association. I could not state accurately on that, but generally, yes.

Mr. McCANN. Did the Producers Association join in the extension in behalf of its members, the major companies?

Mr. BOREN. That is a technical question, but generally each company signs an individual collective-bargaining agreement.

Mr. McCANN. Did the major companies have a closed-shop agreement with carpenters and others dated on or about December 8, 1935?

Mr. BOREN. I think that is when the agreement was made. I think that the effective date was in April 1936.

Mr. McCANN. That has already been received in evidence.

Mr. BOREN. I believe it has.

Mr. McCANN. Did each of the major companies post a notice of this closed-shop agreement on or about January 2, 1936?

Mr. BOREN. Yes. I was in the studios at the time, but I was not active in labor relations during that time. However, I believe, I am almost certain that they posted this notice on January 2, 1936.

Mr. McCANN. Do you have a copy of that in your office, sir?

Mr. BOREN. Yes, we have.

Mr. McCANN. I wonder if you will furnish a copy of that to the committee.

Mr. BOREN. I have seen such a copy. I think everyone had to join up with the unions by April 1936. That included the carpenters. The National Brotherhood of Electrical Workers also came under that.

Mr. McCANN. Will you also furnish the committee with a copy of the closed-shop agreement? The thing which I have just put in apparently is a notice of the closed-shop agreement of December 8, 1945.

Mr. BOREN. Well, I don't know whether I can or not, sir. I will have to go back into our archives. I don't know whether that exists. I have never seen an executed copy of the closed-shop agreement under that basic agreement. It may be there, I am not saying it is not, but we certainly have observed the agreement that was made as of December 1935.

Mr. McCANN. The notice we have received, but if you have a copy of the agreement you will send it to us?

Mr. BOREN. I will send it to you, but I do not think we have it. We may have it, and if we have it you are certainly welcome to it.

Mr. McCANN. These are questions by Mr. Zorn:

Is it not a fact that the studios are, and for months have been in full production?

I think you have answered that.

Mr. BOREN. We are.

Mr. McCANN. Is it not a fact that except for token picket lines of the carpenters, there are no strike activities?

Mr. BOREN. That is true.

Mr. McCANN. That completes the questions, Mr. Chairman.

Mr. OWENS. Just one question to clarify this matter:

With respect to September of 1946, it is my understanding you said you were functioning under the directive which completely changed the status of the existing contracts, isn't that true?

Mr. BOREN. If people will not observe the directive, I should say that that naturally follows, Congressman Owens.

Mr. OWENS. In other words, the reason for the arbitration was to determine the jurisdiction over certain work?

Mr. BOREN. For no other reason.

Mr. OWENS. After the directive was handed down, that specified what work was to be done by the carpenters?

Mr. BOREN. That is true.

Mr. OWENS. It was work in September 1946, for instance, that they were insisting upon doing which was not assigned to them and had been assigned to others; is that correct?

Mr. BOREN. Correct.

Mr. OWENS. So there was no question of any agreement being followed, except the directive at that time? In other words, you had no agreement with the carpenters to do that certain specific work other than the directive which was issued; isn't that true?

Mr. BOREN. We had no formal executed collective-bargaining agreement. In one sense there we do have an agreement, and we do not have an agreement, I mean that is a matter for counsel. The carpenters claim that they had an agreement and whether they do or not, I do not know. That was in July.

Mr. OWENS. July what?

Mr. BOREN. July 2, 1946. That was the treaty of Beverly Hills.

Mr. OWENS. But that was 7 months after the directive. Did you agree in that so-called treaty with the carpenters, to change the directive?

Mr. BOREN. We certainly did not.

Mr. OWENS. Then you did not have any agreement with them to do any work other than was assigned under the directive; is that true?

Mr. BOREN. We did not.

Mr. OWENS. I think that covers it. That is all, Mr. Chairman.

Mr. McCANN. There is one more question by Mr. Cobb:

If the December 26, 1945, decision constituted a contract, why did you make the Beverly Hills agreement, July 2, 1946?

Mr. BOREN. July 2, 1946, covered wages and working conditions. It did not cover the jurisdiction of work. The directive issued by the three-man committee covered the jurisdiction of work between these conflicting unions.

Mr. OWENS. Who asked that question, Mr. McCann?

Mr. McCANN. Mr. Cobb.

Mr. OWENS. Did Mr. Cobb know that? Is there any argument about the fact that it covered wages and hours at that time in the treaty?

Mr. McCANN. The treaty of Beverly Hills, sir, called for a contract of 2 years, as I understand.

Mr. OWENS. For other than wages and hours?

Mr. McCANN. It called for a continuation of their work for a period of 2 years, and it also dealt with wages and hours, as I understand it. It has been so testified before this committee.

Mr. OWENS. But I did not hear any testimony up to this point to indicate that it made any change in the directive of December 26.

Mr. McCANN. I did not say it did, sir. I simply said as I understand it it was an agreement for them to work for 2 years on certain wages and hours, and with a further stipulation that in case of the increased cost of living they would get the benefit of that. That is all I know about it and that has been so testified.

Mr. KEARNS. Perhaps Mr. Boren can answer that. He was in on the Beverly Hills agreement.

Mr. McCANN. We have the Beverly Hills agreement.

Mr. KEARNS. What else was covered besides wages and hours?

Mr. BOREN. It did not cover anything besides wages and hours. There is a little addenda down there that other conditions remain the same.

Mr. KEARNS. I think that answers the question then, doesn't it, Mr. Counsel? The question was submitted to you.

Mr. McCANN. Yes; I think so. I was not complaining about the answer.

Mr. Chairman, we have these questions from Mr. Cobb.

Was it not a contract for 2 years?

Mr. KEARNS. What are you talking about?

Mr. McCANN. The Beverly Hills agreement.

Mr. KEARNS. That has been answered already—that it was for 2 years.

Mr. OWENS. He said it was a treaty for wages and hours for 2 years.

Mr. McCANN. My attention is directed to the contract which is signed by Pat Casey and Herb Sorrell, and in the language of it describing the contract it says:

"Contract for 2 years." I was just passed the question and cannot do anything but submit it, Mr. Chairman.

Mr. COBB. The question is very material, Mr. Chairman, if I may have it answered.

Mr. OWENS. But it is very ambiguous, too. The evidence that went before indicated they did not call it a contract, they called it some sort of a treaty and that it only covered wages and hours.

Mr. COBB. The purpose of my question is to correct that testimony.

Mr. KEARNS. It is my understanding that the Beverly Hills agreement was called the treaty of Beverly Hills. Was that the technical name of it?

Mr. BOREN. I think Time magazine named it the treaty of Beverly Hills.

Mr. OWENS. That it was an arrangement for wages and hours only for 2 years. You said it did not cover other working conditions. Is that true?

Mr. BOREN. It depends on what you call working conditions. In the industry we call working conditions hours, and so on.

Mr. OWENS. I mean with respect to what union was to do such and such work.

Mr. BOREN. No; it did not cover that.

Mr. OWENS. You did not consider it a contract, you mean?

Mr. BOREN. Did we consider that a contract at the time?

Mr. OWENS. At Beverly Hills; yes.

Mr. BOREN. May I have the agreement so that I may read the end of the agreement?

Mr. KEARNS. Yes; you have that privilege. Take your time.

Mr. COBB. Now, with the document before the witness, will the committee kindly permit my questions to be asked?

Mr. McCANN. May I proceed with the questions and read them over, Mr. Chairman?

Mr. KEARNS. If he has the document now.

Mr. McCANN. He has it in front of him. Was it not a contract for 2 years?

Mr. BOREN. I want to read the end agreement here.

Mr. KEARNS. The witness has the right to read the agreement.

Mr. McCANN. Certainly; I was not trying to crowd him.

Returning to the questions, was it not a contract for 2 years?

Mr. BOREN. I have looked this over. I think that is a legal question. The paper speaks for itself and that is the way I am going to answer the question.

Mr. McCANN. The paper says it is a contract for 2 years, does it not?

Mr. BOREN. It does say it is a contract for 2 years, but it is not a fully executed contract by each individual member of the Producers Association.

Mr. KEARNS. Who signed it?

Mr. BOREN. Pat Casey and Herb Sorrell. One of the disputes we had with these unions was that they wanted to hurry up and get these contracts finally executed. It is a highly legal thing.

I think this ought to go into the record, that we paid retroactive wages back to January 1, 1946, under this agreement.

Mr. OWENS. Can't we have that in the record if it is not already in the record?

Mr. McCANN. If it is not in the record, Mr. Chairman, I will ask that the Beverly Hills agreement be put in the record at this point.

Mr. KEARNS. I am pretty sure it is in the other record.

Mr. McCANN. It think it is, but I am not sure.

Mr. BOREN. This is why I answered this, and I am not trying to be cagey. It says:

My DEAR HERB: Pending the completion of contracts between the individual unions, members of the C. S. U., and the major studios, these minutes (copy attached herewith) shall constitute an interim agreement.

Sincerely yours,

PAT CASEY.

Now, there is a lot of legal argument about this thing, and I am not qualified to answer that, Mr. Chairman.

Mr. McCANN. We will receive that in the record at this point and have it reproduced.

Mr. BOREN. And also the letter from Mr. Casey should be in the record, too.

(The data referred to is as follows:)

PRODUCERS COMMITTEE

JULY 2, 1946.

Mr. HERBERT K. SORRELL,

President, Conference of Studio Unions,

4157 West Fifth Street, Los Angeles 5, Calif.

My DEAR HERB: Pending the completion of contracts between the individual unions, members of the CSU, and the major studios, these minutes (copy attached herewith) shall constitute an interim agreement.

Sincerely yours,

PAT CASEY,

Chairman, Producers Committee.

Minutes of meeting of producers labor committee and attorneys and representatives of the CSU, Central Labor Council, IATSE, basic group, and plumbers, held in Beverly Hills on Tuesday, July 2, 1946, at 2:45 p. m., covering agreements reached and effective pending the formal signing of contracts.

CSU is representing: Painters, carpenters, machinists, electricians, plumbers, sheetmetal workers, janitors, analysts, publicists, officers and guards, set designers (No. 1421), cartoonists.

All of the above to get a 25 percent increase on base and negotiate some inequities in a few crafts.

All retroactive payments from expiration of previous contracts, most of which are January 1, 1946, except for new conditions such as night premiums at 6 p. m., etc., will become effective on July 15, 1946. Retro payments to be made within 30 days if possible. An interim agreement will be entered into pending drawing up formal agreements.

The 25 percent increases are on minimum wage scales and not on any overscale.

This deal is predicated on the recently concluded deal with the independents and not on any new or changed deals which might be made later with them.

Arbitration: CSU as a body consisting of several locals will pledge itself to an arbitration procedure. If any of its members who subscribe to this plan fails to accept and to be guided by any arbitration award, he will not receive the support of the CSU in its position.

This applies to studio jurisdiction only and between locals.

Local No. 946 agrees to bind itself to the CSU arbitration agreement and will find out if it can secure permission from its international to sign such an agreement as a local. All contracts will contain this arbitration clause—verbatim in each contract.

Any dispute other than wages should be submitted to arbitration. Skelton and Brewer will get together and make an agreement covering arbitration. Basis of arbitration will be the AFL three-man directive.

Any machinery set up for arbitration will not require the electricians to withdraw their court action already started.

It was agreed to let each studio interpret the directive and award the work where in its judgment it belongs under the directive and no work stoppage will be ordered for next 30 days or until the arbitration machinery is set up.

Plant protection: Camp's dispute with Helm is a private matter. Not to be discussed here.

Analysts: Get an increase of 25 percent on the base rate during the interim period starting July 15, 1946. Understood there will be some adjustment of inequities, negotiations during next 30 days.

Machinists: Both sides agree to let machinists enjoy the 25 percent increase pending the NLRB decision. We are free to engage machinists as individuals—not through either union, until the NLRB decision is made.

Publicists: Both sides agree to let the publicists enjoy the 25 percent increase pending the NLRB decision. Inequities to be presented in the 30-day period.

Officers and Guards: Independent contract provides for \$1.25 per hour for 12 months, escalating to \$1.50 after 12 months. Night rates to be as negotiated with producers.

Janitors: No rates were established for the independents on certain classifications now in the majors' contracts, such as window washers, floor waxers, and so forth. These will be adjusted relatively.

Cartoonists: We will negotiate with cartoonists with a 25-percent floor and inequities will be negotiated.

Set designers: Chadwick agreed not to hire anyone below the rates now being paid. Majors agree to an increase of 25 percent on current contract rates and to negotiate any inequities in the next 30 days.

Workweek: 36-cumulative-hour week, 1½ after 6 hours, minimum call 6 hours, first week of employment. Applies only to off-production employees. If we find this is a hardship we can come back and see if we can solve the matter in some other way.

Contract for 2 years. If living costs go up 5 percent or more between July 1 and December 31, 1946, unions may demand renegotiation of wages only.

Bureau of Labor Statistics for local area to be the authority.

All crafts going back to work Wednesday a. m. July 3, 1946, without discrimination.

PAT CASEY,
HERB SOBRELL,

WAGE SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS

I. Studio minimum wage scale

1.

"A" UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA STUDIO
LOCAL NO. 946

| Number classification for those employees associated with organizations of or performing the duties of journeymen carpenters, woodworking machine men, and woodturners | Studio rates | |
|--|---|-----------------------------|
| | Schedule A ¹ —Daily, 6 hours; 1½ after 6; minimum call 2 6 hours | Schedule C—Weekly "On call" |
| | <i>Per hour</i> | <i>Per week</i> |
| A-1. Construction and/or maintenance foreman | \$2.68½ | \$165.25 |
| A-2. Construction and/or maintenance gang boss | 2.56 | ----- |
| A-3. Journeyman and/or maintenance carpenter | 2.25 | ----- |
| A-4. Apprentice carpenter—first year | 1.49 | ----- |
| A-5. Apprentice carpenter—second year | 1.57 | ----- |
| A-6. Apprentice carpenter—third year | 1.75 | ----- |
| A-7. Apprentice carpenter—fourth year | 2.01 | ----- |
| A-8. Stand-by or keyman | 2.25 | ----- |

¹ Schedule A off production are guaranteed a minimum employment of 36 hours within 6 consecutive days (excluding Sundays and holidays) starting with the day of employment. After this minimum guaranty of hours has been fulfilled, employment may be continued on a daily basis until termination. Subsequent employment is subject to another minimum guaranty of 36 hours as above. Overtime hours (including Sundays, holidays and golden hours) may be included in fulfilling the minimum guaranty of employment.

² Minimum call for A-1 and A-2 shall be 6½ hours for overlapping shifts.

2. Night rates (except for "on call" employees) :

(a) Employees called to work between 6 and 8 p. m. shall receive a 10 percent premium for all time worked between 6 p. m. and 6 a. m.

(b) Employees called to work between 8 p. m. and 4 a. m. shall receive a 50 percent premium for all time worked.

(c) Employees called to work between 4 a. m. and 6 a. m. shall receive a 50 percent premium for all time worked until 6 a. m., and straight time for the remainder of the minimum call.

3. Studio wage scales shall prevail on all locations.

4. Present working conditions unless modified herein, to remain in effect. (Distant location working conditions to be negotiated.)

5. New wage rates and guaranties of employment to be established effective July 15, 1946.

6. Retroactive pay based on new wage rates to be computed and paid from January 1, 1946. (New guaranties of employment, and new night rates are not retroactive.)

Mr. McCANN. The next question :

Did it not also call for all crafts going back to work?

Mr. BOREN. Yes.

Mr. McCANN. Didn't the two clauses considered together constitute a 2-year employment contract? You can answer that or not.

Mr. BOREN. I decline to answer for the reasons stated.

Mr. McCANN. That is all, Mr. Chairman.

Mr. OWENS. In other words, you feel that it is a legal question?

Mr. BOREN. That is a legal question.

Mr. KEARNS. We can question counsel about that. Mr. Boren, you will be here tomorrow, if there is any further reference we want to make in connection with anything you have stated. We will call upon you then.

We will stand adjourned until 10 o'clock tomorrow morning.

(Whereupon, at 5 p. m., an adjournment was taken until 10 a. m. of the following day, Friday, February 20, 1948.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

FRIDAY, FEBRUARY 20, 1948

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Washington, D. C.

The subcommittee met, pursuant to adjournment, at 10 a. m., before Hon. Carroll D. Kearns, chairman of the special subcommittee.

Mr. KEARNS. The hearing will come to order. The first witness will be Mr. Joseph Tuohy.

Mr. Tuohy, will you raise your right hand and be sworn?
(Mr. Tuohy was sworn as a witness.)

**TESTIMONY OF JOSEPH P. TUOHY, LABOR-RELATIONS DIRECTOR,
NATIONAL THEATERS AMUSEMENT CORP., LOS ANGELES, CALIF.**

Mr. KEARNS. Will counsel identify the witness?

Mr. McCANN. Mr. Tuohy, will you please state your full name, your address, and your telephone number?

Mr. TUOHY. Joseph P. Tuohy, T-u-o-h-y, 357 South St. Andrews Place, Los Angeles; Republic 4111.

Mr. McCANN. Mr. Tuohy, will you state what position you occupy in the motion-picture industry?

Mr. TUOHY. Labor-relations director for National Theaters Amusement Corp.

Mr. McCANN. And by whom is that organization owned or controlled?

Mr. TUOHY. Twentieth Century-Fox studio.

Mr. McCANN. Is that the organization with respect to which Mr. Michel said Twentieth Century-Fox owned all of the stock?

Mr. TUOHY. It is.

Mr. McCANN. Mr. Tuohy, what position did you hold prior to becoming identified with the motion-picture industry as an official?

Mr. TUOHY. President and business representative of Studio Transportation Drivers, Local 399, of the International Brotherhood of Teamsters.

Mr. McCANN. When did you assume that position?

Mr. TUOHY. Oh, I would say April 1930 is the date we received our charter and the officers were elected.

Mr. McCANN. Did you organize that union?

Mr. TUOHY. I did.

Mr. McCANN. What was your position when you organized the union?

Mr. TUOHY. Driver for Paramount Studios.

Mr. McCANN. How long were you a driver for Paramount Studios?

Mr. TUOHY. Since 1926.

Mr. McCANN. Then in 1930 you organized the teamsters' local of the studios that you have just mentioned?

Mr. TUOHY. That is right.

Mr. McCANN. What was the membership of your local at the time of the beginning of the 1945 strike?

Mr. TUOHY. Do you mean the numbers of members we had?

Mr. McCANN. Yes; in your local.

Mr. TUOHY. I would say between 1,200 and 1,300.

Mr. McCANN. Did you have a closed-shop agreement with the studios?

Mr. TUOHY. We did.

Mr. McCANN. Did that go back to the basic agreement to which reference has been made, and was made yesterday?

Mr. TUOHY. It did.

Mr. McCANN. Were you in Hollywood and holding the position with the teamsters that you referred to when the 1945 strike occurred?

Mr. TUOHY. I was.

Mr. McCANN. Did you attend any meetings with the Producers Labor Committee prior to that strike?

Mr. TUOHY. Mr. Chairman, I have heard of all the meetings related here in the last 2 or 3 days. I would like to state we had been dealing with the producers regarding our wage negotiations since early in the year. I had been at a number of those meetings at that time when the strike came on, which more or less terminated the meetings so far as negotiations were concerned.

Mr. McCANN. I am speaking of 1945. Were you at any of the meetings of the Producers Labor Committee just prior to the strike or immediately following the strike?

Mr. TUOHY. I could have been, Mr. McCann, but I just do not recall any specific meeting.

Mr. McCANN. During the 1945 strike, starting on March 12, the teamsters went through the picket lines, did they not?

Mr. TUOHY. They did.

Mr. McCANN. And they carried the new employees through the picket lines; did they not?

Mr. TUOHY. They did.

Mr. McCANN. And then when the incidents arose on September 23, 1946, leading to the picket line which was established by the Conference of Studio Unions, the teamsters again went through the picket line, did they not?

Mr. TUOHY. They did.

Mr. McCANN. And they carried those new employees through the picket line, did they not?

Mr. TUOHY. They did.

Mr. McCANN. Did your union vote at that time on whether they should go through the picket line?

Mr. McCANN. And what was the vote of your union?

Mr. TUOHY. The vote was to leave it up to the international president as they had done a number of times before. Whatever they instructed us to do we were to do.

Mr. McCANN. Did you have a vote by your local union as to whether or not they would take the new employees or the old employees who wanted to go through the picket line, through the picket line?

Mr. TUOHY. I do not believe it was a vote, Mr. McCann. There was a lot of discussion about it. I was to transmit their message to the international president.

Mr. McCANN. I have been informed—and, of course, I do not know, Mr. Tuohy—that your union voted unanimously that they would not carry new employees or old employees through the picket line; is that true or false?

Mr. TUOHY. I would not say it was a vote, Mr. McCann. I would say the opinion probably was in the majority to not haul those people through the picket lines.

Mr. McCANN. I have been told that you informed the teamsters after a vote that they would not carry employees through the picket line; that if they did not carry them through the picket line you would bring in other teamsters and see that they were carried through. Is that correct, or is it false?

Mr. TUOHY. I could not say accurately whether it is true or false, Mr. McCann. There are a lot of matters that came in at that time.

Mr. McCANN. That was a very vital thing at that moment; was it not?

Mr. TUOHY. Very; yes, sir.

Mr. McCANN. And it was a matter that called for action by you as the president of this organization and the head of the local?

Mr. TUOHY. No; it did not. It was up to the international president.

Mr. McCANN. Well, it called for you to transmit the expressed opinions you have stated of your local to the international president?

Mr. TUOHY. That is right.

Mr. McCANN. Did you do that orally or by writing?

Mr. TUOHY. I think I called him.

Mr. McCANN. Tell us what you said to him.

Mr. TUOHY. I probably explained what the expression of the membership was regarding taking the new men through the picket lines.

Mr. KEARNS. Pardon me at that point. Was that to Mr. Tobin?

Mr. TUOHY. That is right.

Mr. McCANN. What did you tell him?

Mr. TUOHY. I suppose I told him the membership did not want to carry the new men through the picket lines.

Mr. McCANN. Did you tell him they voted on it and decided not to carry them through?

Mr. TUOHY. I probably told him whatever they did at that meeting. That is so long ago, Mr. McCann, I just do not remember. But whatever action they took, or whatever expressions were made at that meeting I transmitted to Mr. Tobin.

Mr. McCANN. And what did Mr. Tobin tell you?

Mr. TUOHY. He said, "We have a contract with the producers and we are going to follow that to the letter. If you don't I will send somebody else in there that will."

Mr. McCANN. And you told the local that?

Mr. TUOHY. I believe he sent a wire which I read to the local as soon as I received it.

Mr. McCANN. Have you a copy of that wire?

Mr. TUOHY. No, I haven't here, Mr. McCann. As you know, I am no longer with the studio and I have no records at all.

Mr. McCANN. I understand that, sir, but I wonder if you could furnish the committee with a copy of the wire, which Mr. Tobin sent to you.

Mr. TUOHY. I believe if you call or write to Mr. Ralph Clare, who is now secretary-treasurer and business representative of that union, he would furnish you with any information along that line that you want.

Mr. McCANN. Thank you very much. We will do so.

Now, prior to the incidents which arose on the 23d of September 1946, did you attend any meetings of the producers?

Mr. TUOHY. I think I said before I probably did, Mr. McCann, as we were vitally interested in keeping our people working and also keeping the studios open.

Mr. McCANN. The record shows you attended a meeting of the studios on August 16, 1946, with a number of other labor people, including Mr. Walsh. I wonder if you recall that meeting at all?

Mr. TUOHY. No, I do not; but if you could give me some information as to what went on I probably could.

Mr. McCANN. That meeting the minutes referred to as a report by Mr. Kahane. He read the report of July 2, 1942; read Gilbert's letter of July 2, 1942; read memo to Roy Brewer of July 3, 1942. Then it shows a number of labor leaders talked at the meeting and there was a recess at 5 in the afternoon. It makes a comment after some further remarks:

It was agreed to meet for further negotiations with 1421 at 2:30 p. m. Monday in the board room.

Do you recall that board meeting?

Mr. TUOHY. You are stating 1942, Mr. McCann.

Mr. McCANN. No; I am talking about the meeting on August 16, 1946, but they were discussing something in relation to memos and contracts apparently made in 1942. I just wondered if you remembered it.

Mr. TUOHY. No, I do not, Mr. McCann.

Mr. McCANN. Do you remember communicating with Mr. Brewer and advising him of the fact that Mr. Beck had said he would send in help if needed?

Mr. TUOHY. I believe that was at a meeting Mr. Brewer called of all his business representatives in our building, and I made that statement at that meeting that night.

Mr. McCANN. Then you had communicated also with Mr. Beck, as well as with Mr. Tobin, had you?

Mr. TUOHY. Oh, yes; I had just returned from Santa Barbara where the western conference of teamsters was meeting. I discussed the matter with Mr. Beck up there and told him it looked like we were to have another strike down there. He at that time told me if necessary that in order to keep working he would send other representatives of the downtown locals to come out there and help out.

Mr. McCANN. In other words, if the local teamsters affiliated with the studios refused to go through the picket line, Mr. Beck advised you that he would send other teamsters from the downtown local to come out and do so?

Mr. TUOHY. I do not believe that was discussed about whether the local teamsters would go through the picket lines or not. It was whether we would be allowed to go through the picket lines, that is, because of the mass pickets and the fact that they would try to stop our people from going through the picket lines.

Mr. McCANN. And Mr. Beck said he would send in help to your studio local?

Mr. TUOHY. That is right.

Mr. McCANN. Did you advise Mr. Beck of the trouble you were having with the studio local of the teamsters?

Mr. TUOHY. We had no trouble at that time. The strike was contemplated at that time. We had gone through a series of them and I said, "Another one seems like it is coming up."

Mr. McCANN. Now, Mr. Tuohy, did you meet with the directors at any other time than the occasion I have mentioned prior to the strike?

Mr. TUOHY. Do you mean the directors of the producers' association?

Mr. McCANN. Yes, sir.

Mr. TUOHY. Now, if you are speaking of 1946, as I stated, we had had a number of meetings regarding our wage negotiations.

Mr. McCANN. I do not mean with respect to the wage negotiations, but with respect to the cooperation which the teamsters would give to the producers and the IA in the event the incidents planned for the 23d of September resulted in a strike.

Mr. TUOHY. Those discussions came up at the time we were meeting with him regarding negotiations when we were asked about what we would do. In fact, I think we insisted that they keep the studios open and not throw all the other people out of work that were not interested in the strike and that we would do all in our power to help keep the studios open.

Mr. McCANN. On the 23d day of September, which was the day, I believe, that the incidents were planned for, the record shows that you and Mr. Clare attended a meeting of the Producers Labor Committee. Do you recall what took place at that time?

Mr. TUOHY. No; if you could help me out a little bit as to what went on up there I might be able to help you.

Mr. McCANN. I want to ask you if you recall a statement made by Mr. Benjamin at that time at that meeting. Mr. Benjamin expressed belief that, "Even though NLRB might decide producers had engaged in unfair labor practice there was a good chance the Board might not assess any back pay." Do you remember that?

Mr. TUOHY. No; I do not.

Mr. McCANN. I can understand why you would not, because it indicates the lawyers did not come in until 5:40 p. m. at that meeting.

May I say for the record it seems the lawyers were there at the beginning, and apparently they must have gone out, because the minutes shown them as coming back in later. But at the very beginning it states:

Lawyers said we can't refuse to bargain and told of consequences. Carpenters' situation may or may not have been an unfair labor practice, but painters and electricians, etc., could have no cause for unfair labor practice charges for dismissing men for failure to perform work required.

Do you remember that discussion?

Mr. TUOHY. No; I do not.

Mr. McCANN. Did you participate in any of these discussions and express any opinions?

Mr. TUOHY. None other than what I believe I have already stated here, that we wanted the studios kept open, and that we wanted our people to be allowed to go to work. Other than that I was not interested in the jurisdictional angle between the other unions.

Mr. McCANN. Mr. Tuohy, would you mind telling us what your salary was when you were the head of the teamsters' union in Hollywood?

Mr. TUOHY. \$175 a week.

Mr. McCANN. When did you begin your negotiations with the producers for the job which you now hold?

Mr. TUOHY. I never had any negotiations with the producers regarding the job I now hold.

Mr. McCANN. Well, with the people who employed you?

Mr. TUOHY. I would say it was around March of 1946.

Mr. McCANN. With whom did you discuss that at that time?

Mr. TUOHY. Mr. Charles Skouras.

Mr. McCANN. Did you talk to Mr. Schenck?

Mr. TUOHY. I did, and it was in Mr. Schenck's office that I first met Mr. Skouras.

Mr. McCANN. Will you identify which Schenck it was?

Mr. TUOHY. Joseph Schenck.

Mr. McCANN. And Mr. Joseph Schenck is an officer in the corporation you are now employed by?

Mr. TUOHY. That is right.

Mr. McCANN. How far did the negotiations go in March of 1946?

Mr. TUOHY. They offered me the position I now hold and I went out there to discuss it with them.

Mr. McCANN. Did you agree to accept it at that time?

Mr. TUOHY. No; I did not.

Mr. McCANN. Would you mind telling us why?

Mr. TUOHY. No. 1, because we were still in negotiations for wage scales and conditions for local 399. Until we had completed that, I told them we would not be interested.

Mr. McCANN. And what was local 399?

Mr. TUOHY. Studio transportation drivers.

Mr. McCANN. Did you organize about that time the theater managers of the west-coast chain as a local?

Mr. TUOHY. I did not.

Mr. McCANN. Were you instrumental in the organization of the theater managers along the west coast there?

Mr. TUOHY. I was not.

Mr. McCANN. Was a local organized by the theater managers?

Mr. TUOHY. It was.

Mr. McCANN. Was it affiliated with the teamsters?

Mr. TUOHY. It was.

Mr. McCANN. Who handled that?

Mr. TUOHY. Raymond Mahaney was the man in charge of that.

Mr. McCANN. Does that local still exist?

Mr. TUOHY. No; it does not.

Mr. McCANN. What was the history of that local?

Mr. TUOHY. I am glad you brought that out, Mr. McCann, because I want to say something about it. As secretary of the joint council of teamsters in Los Angeles at a meeting on some Friday night—I do not recall the date—it was reported that a charter had been given to the theater managers. I told the international representative handling it at that time that I wanted to talk about that before anything further was done. He said, "I'll see you after the meeting; the charter has already been sent to us."

I told him at the time what we were going to do was to get into a jurisdictional fight with other organizations, principally the IATSE, and that they should reconsider giving any charter to the theater managers.

That was on a Friday night and late. That was as much as I had to say at that time.

On Monday or Tuesday of the following week I received a telephone call from the secretary of the Western Conference of Teamsters, Mr. Frank Brewster from Seattle, asking me all about it and "what the hell were they trying to do down in Los Angeles."

Mr. McCANN. Secretary of what?

Mr. TUOHY. The Western Conference of Teamsters—that is, the 11 Western States have a conference?

Mr. McCANN. That isn't Mr. Beck?

Mr. TUOHY. He is secretary; Mr. Beck is chairman. At the time Mr. Beck and Mr. Tobin, I believe, were in Miami, Fla. He was the only one on the coast, and evidently somebody had contacted him. I told him I knew nothing about it excepting what had transpired at the joint-conference meeting on Friday night, and I most certainly was the party that was most interested in that, because it came closer to the studios than any other local of the teamsters in the joint council. I told him I thought we were going to get into a lot of jurisdictional troubles and that something ought to be done.

He said he was coming down in a couple of days and for me to get all the information I could.

He got down on Wednesday, I believe, and we went in to see Mr. Lahaney. In the meantime there had been some stoppage of work or threatened picket lines at Fox West Coast Theater Corp.

He told Mr. Lahaney that if Mr. Tobin found that out somebody would be in trouble, and that the best thing he could do was to get rid of those people and send the charter back.

However, they did not do that at that time, and I more or less backed away from it as long as Mr. Brewster was handling it.

However, in 3 or 4 days Mr. Beck still had not been contacted on it and Mr. Tobin still knew nothing about it.

I was called to a meeting along with about seven or eight other representatives and the attorney for the joint council of teamsters. I met Mr. Skouras at that meeting, at least I was at the meeting, and he was there.

Mr. McCANN. Was that the first time you met him?

Mr. TUOHY. That was the first time. He was at the meeting there and sat in with all the rest of them.

Mr. McCANN. What date was that, if you can recall?

Mr. TUOHY. That would have to be in March of 1946.

Mr. McCANN. That was in March?

Mr. TUOHY. That is right.

So we were vitally interested. That is, in the studio they were figuring on putting picket lines around the different theaters and also the exchanges. It was our drivers out of the studios that made daily trips to the exchanges and also carried the film to the different premieres of the theaters, so we would be involved.

I set in and listened and after the discussion, which did not last over 45 minutes there, it was decided to wait until Mr. Beck came back.

Mr. McCANN. Do you mean to tell us that this charter was issued by the teamsters without the knowledge of Mr. Beck and without the knowledge of Mr. Tobin?

Mr. TUOHY. It was without the knowledge of Mr. Tobin. Whether it was without the knowledge of Mr. Beck or not, I don't know. There was a lot of ducking and squirming over that charter being issued, so I am not going to say who issued the charter or who had the knowledge. I know Mr. Tobin did not know the charter had been issued.

So he left after that meeting. Different representatives were there and I told them I thought it would be a very smart thing for them to back away from this charter and these people.

Mr. McCANN. The charter, though, had already been issued and the people had joined?

Mr. TUOHY. We found the charter was on its way to the joint council of the teamsters; yes.

Mr. McCANN. It had not been received yet in March?

Mr. TUOHY. I had not seen it. In fact, I never did see any charter.

Mr. McCANN. But the managers were organized, and the charter was on its way?

Mr. TUOHY. That is right. It could have been in Los Angeles at the time, but I would not have known that. In fact, I did not go into that.

That is about all. Then I believe Mr. Beck came through and had discussions with Mr. Schenck, Mr. Skouras, and the rest of them. They stated that the teamsters had a lot of jurisdiction, that is, there were odd men in warehouses, men delivering films who were not carrying cards, and it was decided at that time that anybody who came under the teamsters' jurisdiction, they would be very happy to give to the teamsters and deal with them for that, but they did not want the managers, who they figured were their executives, put into an organization.

Mr. Beck, and I believe Mr. Lahaney, and our international representative out there, Ira Mohne, had a number of meetings with Mr. Schenck. Now, whether Mr. Skouras was in there or not I do not know. But it was decided at that time they would put on a labor relations man, would keep them out of these different troubles and would know which way to go in labor disputes or labor matters.

It was to my great surprise some weeks after I was offered that position, but that was because of my connections with the joint council of teamsters and had nothing whatsoever to do with local 399, or any actions in the studio.

Mr. McCANN. You had nothing to do with this local 399 which you say was the local of the managers?

Mr. TUOHY. No. 399 is the studio transportation drivers.

Mr. McCANN. What was done and when was it done with respect to the teamsters local that took in these managers?

Mr. TUOHY. In March, somewhere in the latter part of March.

Mr. McCANN. What was done about it, did they continue as a local?

Mr. TUOHY. Yes; I think for about a month or so when I acted as secretary of the general council, their delegates attended one or two of the joint meetings after the discussions I had had with Mr. Brewster, when that was brought to light that they were given a charter.

Mr. McCANN. It was in March that these conferences took place; it was in April that Mr. Skouras and Mr. Schenck offered you this position?

Mr. TUOHY. That is right.

Mr. McCANN. When did you consummate your contract with the studios with respect to your local there?

Mr. TUOHY. Either August or September of 1946.

Mr. McCANN. Couldn't you give us a definite date?

Mr. TUOHY. No; those dates are a little hazy to me now.

Mr. McCANN. When did you actually go on the pay roll of the studio?

Mr. TUOHY. January 1, 1947.

Mr. McCANN. But the contract had been consummated in either August or September?

Mr. TUOHY. Yes, sir.

Mr. McCANN. Could you tell us whether it was the first of August or the last of August, or the first of September, or when it was?

Mr. TUOHY. No; I cannot give the exact date. Those dates have slipped my mind.

Mr. McCANN. I am going to refer to an article which appears in Variety, Hollywood, Calif., May 16, 1946. I would like to read this and give you a chance to comment on it if there is anything further you want to add to your statement. It is entitled, "Managers' Union Beefs on 'Sell-out' to Fox-WC."

Status of Teamsters' Affiliated Union of Fox West Coast Theater Managers and Assistants became more clouded this week with the naming of Joseph Tuohy as industrial-relations director for National Theaters. Managers' union known as Theatrical Services, Drivers, and Helpers local 266 charged Tuohy appointment was an engineered deal against the local's best interest and have started move to oust Ray Lahaney as teamsters' trustee for local 266. Protest has been sent to Dan Tobin, president of the International Brotherhood of Teamsters, charging that naming of Tuohy to the newly created post was engineered in a secret deal between Lahaney and Charles P. Skouras, National Theaters president, without knowledge or sanction of the teamsters or local 266. Protest to Tobin. Wire to Tobin signed by James J. Moran, local 266 secretary, charges Lahaney with failing to properly and uncompromisingly represent the managers as trustee in negotiating with Fox West Coast and National Theaters subsidiary, and cites the asserted secret deal with Skouras as an example. Claim is made that Tuohy set-up is a sell-out of the union. Wire stated: "We do not believe you granted us a charter a scant 8 weeks ago, only to see us sold down the river now," and asked Tobin on advice on the next move to be taken by the local.

Wire cites instances of unsuccessful attempts to contact Lahaney, who is also public-relations head for teamsters to get a clarification of local 266's status. Fox West Coast had no comment to make on the Tuohy position, nor the protest by the managers. It is known that managers' union activities past months has given circuit many headaches, even resulting in transfer of one top executive to a new post. Labor-relations department has been needed by the circuit for some time in handling negotiations with various crafts such as projectionists, drivers,

and so forth, on new contracts. Finally realizing of need was behind bringing Tuohy into the picture to work with other executives on new deals and present sore spots. Stage-hands' pact up. Getting the managers straightened out will probably be the first job for Tuohy, although there is new pact to be negotiated with stage-hands' union covering Los Angeles, preliminaries on which have already started. Job of convincing managers that his appointment to new post, an important one, is perfectly proper and may advance the demands of local 266, will be up to Lahaney. Protests which managers point out are not against the teamsters, but aimed at asserted secret manipulations by Lahaney have also placed Tuohy on the spot. Tuohy, business agent for Studio Transportation Drivers local 399, is in the middle of negotiations for the Hollywood local on a new contract with producers, making it difficult for him to step out immediately. For that reason announcement of the National Theaters post is being held up until Tuohy has a chance to clear matters with his local and Tobin.

Mr. TUOHY. May I ask the chairman a question, please?

Mr. McCANN. Yes.

Mr. TUOHY. What has this to do with the Hollywood jurisdictional strike?

Mr. KEARNS. We are ascertaining here what part the teamsters played in the execution of the strike.

Mr. TUOHY. This has nothing to do whatsoever, Mr. Kearns, with the Hollywood strike. This was a matter between the teamsters joint council and the issuance of a charter to the theater managers. It couldn't have been the concern of anybody other than Fox West Coast theaters.

Mr. KEARNS. It just happened to be Fox West Coast theaters, is that it?

Mr. TUOHY. That is right, and it has nothing whatsoever to do with the Hollywood jurisdictional strike, other than holding up my taking the job for some 6 or 7 months, whatever it was. I don't know why the hell all that has to be dragged through this record.

Mr. McCANN. Mr. Chairman, the evidence in the record shows that Mr. Tuohy was purportedly representing the union and that the teamsters local out there had been opposed to going through the picket line as a local. The evidence that has been adduced so far indicates that at that time Mr. Tuohy was in negotiation for a very substantial job with the producers.

What I wanted to ask Mr. Tuohy after reading that, was to give him an opportunity to state whether or not the terms were agreed on for his taking this position in May as indicated by this article and whether then, when the September incident came along, his interests and sympathies were with the producers rather than with the boys whom he had the job of representing. It is a question of giving him an opportunity to explain that, and that is why I have read this article, so that he may answer.

Mr. OWENS. Well, Mr. McCann, let me see if I understand it correctly. The teamsters had never joined this strike in any way. Their interest was in keeping the studios open the same as the producers, isn't that true?

Mr. McCANN. We have just elicited from him the fact that the teamsters' local was opposed to going through the picket line.

Mr. OWENS. But they decided to go through it, didn't they?

Mr. McCANN. No, sir. According to the testimony of Mr. Tuohy, Mr. Tobin decided that they should go through it.

Mr. OWENS. It seems as though Mr. Tobin, Mr. Green, and the others seem to be deciding most of these things from the locals, from what I have heard so far.

Mr. Tuohey. Mr. Chairman, I would like to make a statement which I want to make.

Mr. KEARNS. Yes, but just a minute on that, Mr. Touhy. In the teamsters case were they doing business with the local or with the international? Was it local autonomy, so far as the teamsters were concerned, or was it international policy there?

Mr. Tuohey. I would like to bring that out.

Mr. KEARNS. I think you should have that opportunity.

Mr. Tuohey. We organized in 1930, and finally got recognition of our first increases from the studios in the New York meeting in 1933. Mr. Pat Casey insisted it would be handled by the international president and no local representative.

They came back to Hollywood—that is, the locals that were back there, and at that time I did not attend the New York meeting—and a short time after that the IATSE went out on strike, so the first precedent was established in 1933. I was going to communicate with Mr. Tobin, but evidently Mr. Pat Casey had foreseen what was coming and either phoned Mr. Tobin, wired or wrote to him because before I could write the letter we had a strong telegram stating that we had a contract with the studios and that we would live up to it. If I did not instruct my men and see that they went through the picket lines, he would send somebody out there that would see that they went through the picket lines, or else he would send in some other international representative.

That was in 1933.

The next strike was in 1937, when the painters went out, for reasons best known to themselves. We again went through the picket lines on instructions from Mr. Tobin. The only time that the teamsters did not stay on the job was when the strike of Disney was called. We did not have any members in the Disney studio. We found out there were two motorcycle drivers over there. But I want you to understand the action taken by local 399, which consists of about twelve or thirteen hundred members, was also affecting some sixty or seventy thousand members of the joint council of teamsters. There were milk drivers, cab drivers, building-materials drivers, delivery drivers, and all, that also were affected.

These actions were all brought up before the executive board, and finally before the meetings of the joint council. Of course, Mr. Tobin had also instructed the international representative and the joint council that they too were to go through the picket lines. We had a contract and we were to live up to the contract to the letter.

Also, that these were jurisdictional strikes, and we were not to take sides one way or the other.

We followed that through with the exception of the Disney strike, which not only was affecting the couple of members who came into local 399, but all of the other deliveries that were being made from different transport companies and different concerns, who also were pounding the offices of the joint council as to why the men did not go through that picket line. They had deliveries to make, and so on, and so forth.

So the precedent was established in 1933. There was no change, and there has not been any change up to this date, with the one exception of Disney studio.

Mr. KEARNS. You had no local autonomy then?

Mr. TUOHY. When we accepted the entrance into the basic agreement, Mr. Tobin wrote a letter stating the conditions under which he was able to get our local into the basic agreement were that this would be handled from the top. Therefore, he demanded that he was to have a representative of his own to carry out his orders, that he was not going to allow that local to jeopardize the international. That was accepted unanimously by the membership of local 399 when that letter was read.

Mr. KEARNS. Even though they had voiced their opinion otherwise prior to that directive?

Mr. TUOHY. This was way back in the early days when we first accepted it.

Mr. KEARNS. But then that held true right on through?

Mr. TUOHY. Right up through, and holds true today, Mr. Kearns.

Mr. McCANN. Now, can you give us the date on which you actually executed this document which is dated at the top as the 1st of January. What date did you execute it; could you give us any idea?

Mr. TUOHY. Oh, it was sometime after I was down there. I would not go to work unless they gave me a contract. Isn't there a date on the bottom of it? Yes; here is the date, January 10.

Mr. McCANN. The terms you say were agreed on either in August or September?

Mr. TUOHY. No; the salary they offered me at the first meeting I had was in April.

Mr. McCANN. The salary they offered to you then?

Mr. TUOHY. That is right; and that was agreeable to me.

Mr. McCANN. And that salary, as I recall it, for a 2-year period beginning January 1, 1947, at \$400 per week; for the next 2-year period the sum of \$450 per week; for the following 3-year period the sum of \$500 per week with \$100 of expenses each week. Is that correct?

Mr. TUOHY. That is correct.

Mr. McCANN. Mr. Tuohy, did you attend a meeting of the producers at the producers' office in conjunction with Mr. Brewer, Mr. Bassitt of the Central Labor Council, a representative of Mr. William Green of the American Federation of Labor, and with several others, at which time Mr. Bassitt gave the producers an ultimatum, that if the IAM machinists did any work in the studios it would be considered "hot," and that all of the other crafts would refuse to handle same? That followed the IAM going out of the American Federation of Labor. I do not know the date. Can you tell us about that?

Mr. TUOHY. I cannot tell you the date, but I was at that meeting.

Mr. McCANN. You were at that meeting?

Mr. TUOHY. That is right.

Mr. McCANN. When the producers asked Mr. Bassett when this ultimatum was to take effect, didn't he state at that very minute—

Mr. TUOHY. He could have, Mr. McCann, I do not recall.

Mr. McCANN. Don't you recall that?

Mr. TUOHY. It probably was said. I just cannot recall that those were the words used.

Mr. McCANN. Mr. Bassett at that time was representing, was he not, the Central Labor Council of the American Federation of Labor

which was trying to organize a union in the studios to take over the work which the IAM had had?

Mr. TUOHY. Mr. Bassett was representing the Central Labor Council, yes, and there had been a movement on foot, as long as they had withdrawn from the American Federation of Labor, to keep the studios all A. F. of L., and to organize an A. F. of L. machinists local.

Mr. McCANN. That was following the directive of December 26, which ordered the return of the IAM people to the studios, was it not?

Mr. TUOHY. Well, if it was in 1946, the directive was handed down—

Mr. McCANN. The 26th of December 1945.

Mr. TUOHY. It would have to be after the directive, that is right.

Mr. McCANN. Now, is it not a fact that you notified your people not to handle any of the cameras, and so forth, that were to be worked on by IAM machinists?

Mr. TUOHY. Not cameras, Mr. McCann. We had nothing to do with the cameras.

Mr. McCANN. But you notified the teamsters they were not to handle any of the equipment that was being worked on by IAM machinists, did you not?

Mr. TUOHY. That is right, that was automotive equipment.

Mr. McCANN. That is all, Mr. Chairman.

Mr. KEARNS. Mr. Owens.

Mr. OWENS. What do you mean by automotive equipment, Mr. Tuohy?

Mr. TUOHY. The mechanics in the garage were members of the machinists union. I would like to make a statement on that, too. The strike that was mentioned here yesterday by Mr. Sorrell in 1944, when they went out for 3 days, brought very forcibly to our minds that we were in jeopardy as long as the machinists had joined the Conference of Studio Unions and were figuring—which was the rival organization to the basic agreement.

In the 3 days that they were out, I was called up to MGM studio and they said, "You know all of our equipment is old and has to be serviced daily. Now, if your men are going to be able to continue to work we are going to have this equipment worked on."

So, as I say, it was brought forcibly to our minds that if the machinists now belonging to the Conference of Studio Unions walked out on strike, it was going to jeopardize our working conditions.

So we told our people so far as they could to go ahead and make any repairs that were necessary to keep the equipment running. That started in 1944. Fortunately they came back. They were only out for 3 days, so nothing else happened.

We did not follow that through until the strikes of 1945 and 1946, when the machinists walked out. Even though we did want to go to work we would not be able to drive the equipment that had broken down unless somebody was in there to repair it. So it was—out of necessity to see that the machinery was running, we had to see that it was repaired and kept in running order.

Mr. OWENS. In trying to keep your contract with the producers, would you say that was a part of your function?

Mr. TUOHY. Yes; definitely.

Mr. OWENS. Why would that be?

Mr. TUOHY. Well, if the equipment was broken down and our men refused to make any repairs to keep it going, we were falling down on our job.

Mr. OWENS. You represented the teamsters; did you?

Mr. TUOHY. That is right.

Mr. OWENS. And is the repair of the equipment a part of their function?

Mr. TUOHY. No; it was part of the machinists' function.

Through the emergencies a lot of work was done by crafts to keep their equipment going so they could work.

Mr. OWENS. Oh, I see, you mean the automotive equipment?

Mr. TUOHY. Our own automotive equipment; that is right. We never went beyond that.

Mr. OWENS. Oh, that is what I mean. In other words, repairing their own trucks, and so forth?

Mr. TUOHY. That is right.

Mr. OWENS. So that they could keep their contract?

Mr. TUOHY. That is right. I might state that a number of machinists, at least 75 percent of the men who were automotive mechanics in the studio, had spoken to our membership and said, "Why don't you take us over," because in 1944, I believe it was, the conference of teamsters in Seattle, the International Journal of Teamsters came out and devoted one full page to the apparent troubles they would have where a machinist now withdrawing from the American Federation of Labor might join some new organization. Therefore, wherever that would occur, the teamsters were to take over that work, if they were qualified to do it.

That was by an order from Mr. Tobin in 1944, so we just did not have to ask anybody, we simply carried out his order at that time, because we thought the time had arrived when they would have to step in and keep that equipment repaired to keep our men on the job.

So these members of the machinists who wanted to stay on the job and did not want to go out on strike, appealed to our members that they were working with to take into our union, I believe we had 75 percent of those men make applications within a very short time.

Mr. OWENS. The IAM was an independent union at that time; is that right?

Mr. TUOHY. That is right.

Mr. OWENS. How do you account for the fact that it became a part of an organization with another group of the A. F. of L. unions?

Mr. TUOHY. That I do not know.

Mr. OWENS. Is that common throughout the United States?

Mr. TUOHY. That I do not know either. My connection was solely with the studios. I did not keep abreast of all the goings on in other organizations. It certainly seemed funny to a lot of us there in the studio.

Mr. OWENS. In other words, you had a situation where some of the A. F. of L. unions were joining with an independent union and attempting to deal with the studios, while the studios were dealing with a third union, that is, the IA, and you on the part of the A. F. of L. were doing some of the work that might have been done by the machinists in order to keep your contract with the producers?

Mr. TUOHY. That is right.

Mr. OWENS. That is because you felt when you had a contract it should be fulfilled?

Mr. TUOHY. That is right.

Mr. OWENS. What was your thought about the strike that took place during wartime in 1945, was it, the early part?

Mr. TUOHY. The first strike was in March of 1945, I believe, or the first 3 days occurred in October of 1944.

Mr. OWENS. Then the long strike began in March of '45?

Mr. TUOHY. Well, that was not the longest. That lasted from March 1945 until the meeting in Cincinnati of the A. F. of L. executive board in October of 1945. This strike now going on is much longer than the '45 strike.

Mr. OWENS. What I mean by the "long strike" is the fact that during the war there were only 3 days in October '44, but this other began during the war and lasted for 5 months during the war and for a month or two thereafter?

Mr. TUOHY. That is right.

Mr. OWENS. What was your thought and opinion, and how did you express yourself with regard to that?

Mr. TUOHY. Well, I don't know that I did much expressing to anybody other than by actions. We stayed on the job to try to carry out our contract.

Mr. OWENS. You were one of the persons who participated in carrying out the contract, were you?

Mr. TUOHY. That is right.

Mr. OWENS. What did you mean before by saying you did not want the men to go through the lines?

Mr. TUOHY. I should like to explain that. There was quite a bit of discussion regarding the new replacements who were going to go in and take the other man's job, would they have to haul those men. I might explain also it was rather a dangerous job of trying to go in and out of those studio gates. That was their concern. They felt those carrying the replacements would be singled out for, say, rough treatment at a later date. That was the big concern and caused most of the discussion, that they would carry on their regular, normal duties. It was with police protection and a rather hazardous job, but they did not want to go out and pick up those people to get them to work, because an individual could not get through that picket line.

Mr. OWENS. Do you know whether or not the teamsters' union made it a habit of keeping their contracts in different parts of the United States as they were doing in Hollywood?

Mr. TUOHY. Well, I would say their record would stand with the best as to keeping their contracts. Those were Mr. Tobin's orders. I would say they rank with the best unions in the American Federation of Labor in keeping their contracts.

Mr. OWENS. I have heard out on the west coast this man Beck has quite a reputation for that. Is he the one that is in charge out there?

Mr. TUOHY. That is right. He is the president of the 11 Western States Conference of Teamsters Unions and is also executive vice president of the international union.

Mr. OWENS. The local you are president of, is that still in existence?

Mr. TUOHY. Yes, it is.

Mr. OWENS. What happened with respect to the contract that was being negotiated by the time they approached you to become an employee of the studio?

Mr. TUOHY. The agreement was consummated, that is, for wages and hours. It was one of those agreements mentioned here yesterday, and had some years to run of the original 5-year date, but for the last 2 years we were negotiating the wages, hours, and conditions of that contract.

Mr. OWENS. Oh, that is the one that was finally consummated in the so-called treaty of Beverly Hills in July of 1946, then?

Mr. TUOHY. No. The treaty of Beverly Hills was to take care of the striking unions. Although we had been in negotiations for some months when this strike came on we stepped aside and were in attendance at the meeting, where the other unions, the striking unions, were given the increase they asked for and then returned to work.

But we stepped aside at that time and then resumed negotiations after they were all taken care of.

Mr. OWENS. Was that treaty with them with respect to wages and hours?

Mr. TUOHY. That is right.

Mr. OWENS. Then you completed your negotiations during the next month after that with respect to wages and hours also?

Mr. TUOHY. That is right.

Mr. OWENS. And after that it was probably August of 1946 that was completed, is that correct?

Mr. TUOHY. That is right.

Mr. OWENS. Then within the next month you made your agreement with the studios?

Mr. TUOHY. No; the treaty of Beverly Hills more or less settled the wages, hours, and conditions at that time. I thought you were referring to the following month when we concluded our negotiations with the producers, somewhere around the latter part of August or 1st of September, whichever it was. I do not recall.

Mr. OWENS. Then it was after you concluded your negotiations that you joined the studio?

Mr. TUOHY. No.

Mr. OWENS. That is, you made your contract with the studio, rather?

Mr. TUOHY. No.

Mr. OWENS. You mentioned you did that about September of 1946.

Mr. TUOHY. The contract Mr. McCann showed me today was drawn up and signed after I had gone to work, on January 10, according to the contract he showed me.

But I had reached an understanding with them in the first meeting I had with Mr. Schenck and Mr. Charles Skouras, and other members of the Fox West Coast, and Mr. Lahaney. We agreed to terms at that time.

Mr. McCANN. That was in April of 1946?

Mr. TUOHY. Yes; I believe in April of 1946.

I then went back to Chicago to the American Federation of Labor convention to report to Mr. Tobin. I explained the negotiations we had had with the producers; the increases we had received for the men, had him approve it, and then I told him I would like to be free to go take the other position. But he asked me to wait until at least the first of the year and that I agreed to do.

Mr. OWENS. It looks as though both sides trusted you fairly well.

Mr. TUOHY. I don't know.

Mr. OWENS. I say that because if you are representing both sides at one time with a knowledge of each, that does represent a trust.

Mr. TUOHY. I would like to put in the record here also that I carry a life membership card with my local union. It was given to me after I left the union, so I left no bad feelings there by leaving. In fact, they were tickled to death to see me better myself.

Mr. OWENS. Now you as a man who is still a life member of a union and who still represents the studios—

Mr. TUOHY. The theaters, Mr. Owens.

Mr. OWENS. Yes; the theaters. I would like to have you tell me whether you know anything about any collusion or conspiracy between the studios out there or the unions, as has been described here?

Mr. TUOHY. All I know about any collusion or conspiracy is what I have heard in the testimony given here, Mr. Owens. I could form my opinion, but that would only be my opinion. I know of no conspiracy with anybody to keep their people on the job. That is what the representatives of the unions are supposed to do, keep their people working. That is what I tried to do.

Mr. OWENS. From what I have observed here so far it appears that these unions, and particularly groups of the A. F. of L., are arguing with each other and keeping that tumult going on out in Hollywood; is that true?

Mr. TUOHY. That seems to be true; yes, sir. Sad as it is it is true. It has been going on for a number of years.

Mr. OWENS. Have you any suggestions as to how it could be stopped?

Mr. TUOHY. No. If I had I think I would have told them at the time. I could not see any way of getting the two groups together. They just did not feel like they wanted to get together.

Mr. OWENS. Do you think any national union is worth while if it cannot keep its own men, especially when they look to leadership as they indicated here, for advice—cannot make their own unions keep their contracts? Do you think they are worth while continuing in existence?

Mr. TUOHY. I most certainly think my international union, and the only one I can speak for, was worth while. They kept us on the job, through all of those strikes, some seven or eight of them. We carried out our contract, as tough as it was at times, so certainly my international is worth while. Let the rest of them speak for their internationals, Mr. Owens.

Mr. OWENS. You evidently believe if a union does not keep its contract it should be subject to liability for failure to do so, and that is why you were trying to keep your contract, is that correct?

Mr. TUOHY. All I know is I was told to carry out the contract. That I did. I thought that was my job and my responsibility.

Mr. OWENS. That is all.

Mr. KEARNS. Mr. Counsel, do you have any questions from other counsel?

Mr. McCANN. I have some questions from Mr. Bodle, that have been submitted. Mr. Bodle is counsel for the painters.

Isn't it true that during the 1944 3-day strike only the set decorators were on strike and that no machinist walked out?

Mr. TUOHY. No, that is not so, Mr. McCann. The machinists or the automotive mechanics at MGM studio did not report for work for those 3 days, and that, as I stated before, was reported to me that with that old equipment out there they could not last very long without repairs.

Mr. McCANN. No further questions. He says he finds he is wrong about that.

This question is from Mr. Cobb:

Did the teamsters recognize the contract between the companies and the carpenters and other crafts dated July 2, 1946, called the Beverly Hills treaty?

Mr. TUOHY. Mr. McCann, I can only repeat what some of the rest of them said here yesterday. We were only interested in getting the unions back to work and calling off the strike. It was my understanding that it was just wages, hours, and conditions that were to be considered. In fact, that is all I heard there that day. There was nothing said about any agreements. Whether the details were to be drawn up later or not, I do not know.

When they reached an understanding on the increases and the conditions, the meeting broke up as far as I was concerned. I left at that time, very happy that the men were going to return to work the following morning.

I know nothing about any other portions of any agreement.

Mr. McCANN. Do you recall the statement was made that the "contract is for 2 years"?

Mr. TUOHY. Our increases were for a period of 2 years, with the reopening on January 1, as was stated here yesterday, for an increase comparable to the cost of living. That was for a period of 2 years, the wages and conditions that were agreed upon.

Mr. McCANN. Mr. Tuohy, the document read in the record yesterday that was executed by Mr. Casey and by Mr. Sorrell after the Beverly Hills treaty, had in it four words, "Contract for 2 years." I think that is the shortest contract I have ever heard except the contract "I do" in the wedding ceremony. Sometimes people are bound by that for 50 and 60 years. I just wondered whether or not "Contract for 2 years" is not about the shortest contract I have heard mentioned.

They did go back to work under that agreement the next day, did they not?

Mr. TUOHY. That is right.

Mr. McCANN. Now, there is another question by Mr. Cobb:

Did you know that the carpenters were working under the Beverly Hills agreement?

Mr. TUOHY. No; I would have no way of knowing that.

Mr. McCANN. You just knew they went back to work?

Mr. TUOHY. That is right.

Mr. McCANN. No further questions.

Mr. KEARNS. Mr. Tuohy, I want to thank you for coming here and making your contribution.

Mr. TUOHY. Yes, sir.

Mr. McCANN. Sorry we had to keep you so long, Mr. Tuohy.

Mr. KEARNS. Mr. Brown, international president of machinists.

**TESTIMONY OF HARVEY W. BROWN, INTERNATIONAL PRESIDENT,
INTERNATIONAL ASSOCIATION OF MACHINISTS, WASHINGTON,
D. C.**

(The witness was duly sworn.)

Mr. McCANN. Mr. Brown, will you please give your name, your address, and your telephone number?

Mr. BROWN. Harvey W. Brown, Machinists Building; telephone, National 4135.

Mr. McCANN. Washington, D. C.?

Mr. BROWN. Washington, D. C.

Mr. McCANN. What position do you hold and how long have you held it?

Mr. BROWN. I am international president of the International Association of Machinists. In the fall of 1938 I was appointed as the acting international president due to the then president being on sick leave. About a year later I was appointed international president and I have been elected and reelected since that time.

Mr. McCANN. Were you elected by a vote of your members?

Mr. BROWN. By referendum.

Mr. McCANN. What is the membership of your union?

Mr. BROWN. What it comprises?

Mr. McCANN. Yes.

Mr. BROWN. Our membership work in the railroad industry, the shipbuilding industry, the automobile repair branch of industry, manufacturing all types of machinery, manufacturing and repairing airplanes. In fact, our membership are employed producing all types of machine-shop products.

Mr. McCANN. And you have an apprenticeship system?

Mr. BROWN. We have an apprenticeship system. We have established contractual relationship with over 10,500 employers. In the last 2 years those agreements have been renewed, together with some new agreements, and less than 1 percent were required to resort to a stoppage of work. In other words, more than 99 percent of our relationship was established at the contract table without a stoppage of work.

Mr. McCANN. How long is your apprenticeship to become a machinist?

Mr. BROWN. Four years.

Mr. McCANN. What is the total membership of your union?

Mr. BROWN. The last report I received from our research department indicated the membership was close to 650,000.

Mr. McCANN. What percentage of apprentices do you have at this time?

Mr. BROWN. I couldn't say.

Mr. McCANN. Is that handled locally?

Mr. BROWN. Yes; it is.

Mr. McCANN. You would not have that?

Mr. BROWN. No; I would not have that.

Mr. McCANN. You have a prepared statement, do you?

Mr. BROWN. I do.

Mr. McCANN. Mr. Chairman, I suggest he be permitted to give his prepared statement without interruption and that questions be deferred until he has finished reading it.

Mr. KEARNS. No objection. Proceed, Mr. Brown.

Mr. BROWN. Mr. Chairman, off the record I must ask for some information. Yesterday you interrupted Mr. Sorrell because of his use of certain language. I want to cooperate fully. I did not know the rules when I prepared this statement, and I have some remarks or terms used which Webster uses in defining men who violate their obligations and are expelled; or others use behind the picket lines. He defines them as scabs and strikebreakers. Is that objectionable?

Mr. KEARNS. I have made a policy out in Los Angeles and here where I requested them to be referred to as undesirables or something like that.

Mr. BROWN. Deserters, traitors?

Mr. KEARNS. No; let's not use traitors.

Mr. BROWN. Undesirables?

Mr. KEARNS. Undesirables is all right. If you want to consider them undesirables, that is all right.

Mr. BROWN. The International Association of Machinists has a big stake in these proceedings. Therefore, we welcome the opportunity to testify and to assist in making the record sufficiently informative with respect to the rights of our members and the rights of our union.

With the 1945 strike in the moving-picture studios was terminated during October 1945 by directive issued by the A. F. of L. executive council it was our understanding that every striker was privileged to return to work without prejudice to either himself or to his union.

I believe the I. A. of M. members returned to work on or about October 31, 1945. It likewise is my recollection that as our members returned to their shops and garages they found them clean—that is, all the undesirables and strikebreakers had been removed, which was in keeping with the conditions under which the strike was terminated.

The said strike was terminated so the involved parties could in an orderly way by a meeting of minds try to settle their jurisdictional differences. At the time the 1945 strike was terminated, the I. A. of M. was affiliated with the A. F. of L., and I was a member of the A. F. of L. executive council.

The A. F. of L. executive council created an arbitration board consisting of three A. F. of L. vice presidents and directed they hold hearings and arrive at decisions to settle the differences between the involved unions. Please bear in mind that the said arbitration committee was charged with the responsibility to settle disputes and not to create additional jurisdictional disputes.

The I. A. of M., as I recall, was involved in only one jurisdictional dispute with the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, hereinafter referred to as the IATSE. This dispute was in a machine shop operated by the Metro-Goldwyn-Mayer, hereinafter referred to as M-G-M. As I recall there were about 22 machinists in that shop, 14 of whom were I. A. of M. members. Yet 9 of these 14 were required to either hold additional membership in, or pay for work permits to the IATSE. I desire the record to show that the I. A. of M. is positively opposed to a practice that requires a union worker, as a condition of employment, to hold membership in more than one union. Such practice is indefensible and is a disgraceful and damaging blot on the record of organized labor.

During the arbitration committee hearings when the I. A. of M. representatives were testifying, the representatives of the IATSE were not permitted to be present, and when the IATSE representatives were testifying the I. A. of M. representatives were not permitted to be present. By this most unusual procedure neither party knew what the other party was saying to support their respective claims.

If the democratic procedure prevailing during these hearings had been practiced by the A. F. of L. arbitration committee, I am confident the said committee would have rendered different decisions.

On December 10, 1929, the I. A. of M. and the IATSE entered into an agreement to only apply when disputes between the two unions developed over work on a moving-picture machine in moving-picture theaters. The said agreement never was intended to apply to cameras, machinery, and mechanical equipment used in connection with the making of pictures in moving-picture studios. The language contained in the 1929 agreement plus the fact that the I. A. of M. did not establish contractual relations with moving-picture studios until 8 years later in 1937, and the further fact that no representative of the IATSE ever did, as far as I know, attempt to try and apply the 1929 agreement elsewhere than in a moving-picture theater should be sufficient proof that the A. F. of L. arbitration committee grossly erred when they used the said 1929 agreement as a basis for their decision.

At the moment I wish to digress from this prepared statement and say that we are told from time to time that we should respect the sanctity of agreements. With the same token, I say that an arbitration committee, when they are charged with the responsibility of trying to settle a dispute, has no right to proceed to attempt to interfere in work operations that are not in dispute.

For the life of me I am at a loss to understand how we can respect so-called sanctity of agreements and decisions when that arbitration board violated their duties and responsibilities as arbitrators.

Unfortunately there was no machinery available to correct the gross error they committed. I do not say it was intentional. I do say, however, that if that committee had conducted hearings where the representatives of the two contending parties were present, and if either party strayed from the facts and circumstances, the other party could have brought them back on base, I say there may have been a different decision.

I have just passed 43 years of continuous membership in the labor movement and during that period I have never heard of a case where an arbitration board, especially dealing with jurisdictional disputes, would not permit the other party present when the opposing party was testifying.

I am inclined to believe that the reason the board made that decision is because the representative of the IATSE insisted on having the agreement entered into applying to theaters, to apply to the studio.

I have a copy of the board's decision and I ask you to pay close attention to this one provision:

It is agreed that members of the IA of TSE shall have jurisdiction over the setting up and taking down of motion picture machines in such places as they are used for exhibition purposes.

The term "exhibition" means a moving-picture theater.

Now in the contract we have with IA we recognize the right of an operator to take down those machines and replace them because there are no machinists working in a motion-picture theater.

In Hollywood in every instance prior to that decision we took down the machines; we installed the machines; we did all the repairing in the booths except temporary repairs, and I emphasize the term "temporary" emergency running repairs.

But as a result of this decision a dispute developed in every studio over work in those booths, a dispute that did not exist but a dispute that was created by the arbitration committee.

The A. F. of L. arbitration committee turned its back on the one and only dispute between the I. A. of M. and the IATSE and then to further aggravate the relationship between the I. A. of M. and the IATSE they ruled that provisions of the above-mentioned 1929 agreement shall be placed in full force and effect wherever members of the I. A. of M. are employed in moving-picture studios in the Hollywood area. Instead of settling the jurisdictional dispute in one small machine shop, the A. F. of L. arbitration committee created additional disputes unintentionally, however, in every studio in the Hollywood area.

I believe it will interest your committee to know that on or about February 1, 1939, representatives of local union No. 37, IATSE and local union No. 1185 of I. A. of M. did agree upon provisions to be embodied in an agreement to settle the dispute in the above referred to M-G-M machine shop. There was a conference held, presided over by Mr. Aubrey Blair, member of another union, acting as impartial chairman. Those participating were Lew C. G. Blix, business representative, and Joseph M. Carpenter, chairman of the board of governors, local union No. 37, IATSE, and business representative D. T. Wayne, local union No. 1185, I. A. of M. Language for an agreement was finally agreed to read as follows:

Jurisdictional agreement between I. A. of M. Cinema Lodge No. 1185 and Studio Technicians Local No. 37, IATSE and MPMO.

Where a studio has a bona fide machine shop installed and employs regular machinists, the jurisdiction shall be under the control of Cinema Lodge of Machinists Union Local No. 1185. But where no shop is so installed and it becomes necessary for a prop maker to work on machine work which would be incidental to the completed prop then a prop maker of local No. 37, IATSE, may be employed on such work.

D. T. WAYNE,

Business Representative, No. 1185, I. A. of M.

The above agreement was approved by the board of governors of local No. 37, IATSE under date of February 14, 1939, at a special meeting of that body at which time it was agreed by a 10 to 4 majority that the chairman of said board should sign for and on behalf of Studio Technicians local No. 37, IATSE and MPMO.

JOSEPH W. CARPENTER,

Chairman of Board of Governors.

Unfortunately, this agreement was not applied obviously because some authority higher than the above-mentioned board of governors representing the IATSE local unions involved would not agree to the terms of the proposed agreement.

It is my information that at a later date local union No. 37 IATSE was divided into several separate local unions and our people were then told to forget about the agreement as local union No. 37 was no longer in existence.

At a later date and just prior to the 1945 strike IATSE Representative Brewer in the presence of witnesses promised me that the differences in the M-G-M machine shop could be settled to the machinists' satisfaction if local union No. 1185, I. A. of M. withdrew from the Conference of Studio Unions (CSU) and did not participate in the then-threatened strike. My associates and myself did not accept the offer. The CSU was the best friend we had in the moving-picture-studio industry and we elected to rise or fall with the CSU.

During the early part of April 1946, I received information from our Hollywood office that 21 undesirable machinists employed during the 1945 strike were moved into the machine shops operated by M-G-M, Warner Bros. garage, Fox Hills, Paramount general shop, and RKO. I was advised that our members would not continue working unless these undesirables and strikebreakers were removed.

Mr. Chairman and members of the committee, please bear in mind that when the 1945 strike was terminated by direction of the A. F. of L. executive council, the undesirables and strikebreakers, pursuant to understanding, were removed from the shops and other places of employment within the studios. Regardless whether the management of the studios of their own volition or under pressure by the IATSE moved these people into our shops, in so doing management showed evidence of bad faith and were not as lily white as they so often publicly professed when charging that the 1946 strike was caused by jurisdictional disputes and labor leaders striving for greater union power. On receipt of this information, I immediately telegraphed, April 4, 1946, to Mr. Eric Johnston, representing the Motion Picture Producers and Distributors of America, Inc., at his Washington office as follows:

Information from our Hollywood organization indicates new and serious situation. Recently our people have discovered in the machine shops operated by M-G-M, Warner Bros. garage, Fox Hills, Paramount general shop, RKO, total of 21 people with classifications represented by International Association of Machinists.

Mr. OWENS. Mr. Chairman, I can appreciate the use of the words "scabs and strikebreakers" has a definite meaning—

Mr. KEARNS. If he wishes to use strikebreakers he may use that. Go ahead.

Mr. BROWN. Thank you.

This group of 21 worked as strikebreakers during strike, some of whom were members of our association and were expelled. Placing these people in positions that should be filled by workers who qualify for membership in our union has created a condition that requires immediate attention. My information indicates your clients are in the corner of and cooperating with the IATSE to detriment of machinists' union. The present tense situation resulting from above-stated situation is not making for peaceful or cooperating labor relations in the said industry. Please advise.

Subsequent to my issuing the above-quoted telegram, I had several meetings with Mr. Eric Johnston to urge that the said strikebreakers be removed from our shops. Our wishes were not complied with by the producers. Obviously the producers did not wish to discontinue the conspiracy I charged they engaged in, in an effort to force members of the I. A. of M. to quit their jobs.

Mr. Chairman, some witnesses during these hearings have suggested compulsory arbitration to settle differences arising during the life of a contract and not settled at the conference table. The I. A. of M. favors voluntary arbitration and many of our agreements contain a voluntary arbitration clause. In the light of experience we oppose compulsory arbitration. In more than a few instances new and inexperienced members acceded to management request for a compulsory arbitration clause in their local union agreements, thereafter disagreement over issues rapidly multiplied. This especially was true of discrimination cases. Management at the conference table showed no disposition to be influenced by facts and circumstances. Therefore, it became necessary to refer many cases to arbitration, which if fairness prevailed, could have been settled at the conference table. Arbitration proceedings are expensive and very few local unions are financially able to finance compulsory arbitration when management takes advantage of a compulsory arbitration clause such as we have experienced.

During his opening statement, the Honorable Carroll F. Kearns, chairman, Hollywood subcommittee, stated:

A careful analysis of the testimony, heretofore received, indicates that the jurisdictional strife in September of 1946, which had continued to the present time, in the Hollywood studios is probably the result of collusion between the producers and the IATSE.

I share the chairman's view. It is difficult to understand how anyone can read the proceedings of a previous hearing held in Los Angeles, September 2, 1947, without sharing the chairman's view.

I am firmly convinced that when the 21 strikebreakers were returned to our shops and garages in violation of the understanding we had when the 1945 strike was terminated that the producers anticipated the machinists would immediately walk off the job, establish picket lines and thereby involve the entire moving-picture industry in another work stoppage.

I wish to digress for a moment to say that when we received word about those 21 undesirables I submitted a proposition to our executive council to ascertain if they would grant strike sanction because we received word some of our people were quitting and would not work in that atmosphere.

Secondly, management broke faith. They were interrupting a so-called status quo situation that followed the termination of the strike.

Our executive council granted us that sanction. The Hollywood local did not take advantage of it. They were waiting and hoping that the matter could be settled in an orderly way, and they should be complimented for their patience because they worked in a most undesirable atmosphere.

When this did not happen, members of the carpenters' union and painters' union were subjected to treatment which union men cannot long endure. It is my observation that the producers appeared determined regardless of consequences to arbitrarily change work practices to the penalty of the carpenters, painters, and machinists to benefit the IATSE.

In conclusion I charge the producers are responsible for all the losses suffered by all parties in the motion-picture industry which has continued from September 26, 1946, to date.

Now, Mr. Chairman, I want to read a telegram. The telegraph office delivered this to my office on January 18, 1946, addressed to myself:

This will inform you that the undersigned producers have been studying and analyzing the decision by the A. F. of L. executive council committee dated December 26, 1945. By mutual consent of the parties concerned the date for establishing the determinations in the decision was delayed. One of the unions concerned has instructed the undersigned that there be no further delay. Accordingly the undersigned intend to place the decision in effect on January 21, 1946, in all jurisdictional situations specifically determined thereby. Where the decision fails to specifically determine any jurisdictional situation the undersigned will continue to operate as heretofore. Issued by the Columbia Pictures Corp., Samuel Goldwyn, Loew's, Inc., Paramount Pictures, Inc., RKO-Radio Pictures, Inc., Republic Productions—

I may pause because I am not familiar where those terms begin and end—

20th Century-Fox Film Corp., Universal Pictures Co., and Warner Brothers Pictures, Inc.

I read that because that telegram was a notice to me from those producers that they wanted to put into effect those decisions by that board, and where the decision is not specific they suggest it be handled another way.

I introduce that telegram, because when, by reason of the arbitration board grossly erring and violating their responsibility, they made a determination to apply where there was no dispute, and as a result of it create disputes in every studio in the Hollywood area, and when our representative approached every producer to call it to their attention nothing was done.

There was evidence, that the producers hesitated to act because the IATSE would not stand for it.

Therefore I say not only the producers but the IATSE, in the language of the street, put us behind the eight ball.

We had no tools to work with to help adjudicate these differences, and all because I again charge that the A. F. of L. arbitration committee violated their responsibilities. They trespassed into a territory where there was no dispute, where the two unions were cooperating and had been cooperating for year; but, as the result of that decision, I repeat they produced and developed disputes in every studio, and the producers and the IA cooperated to prevent a proper adjudication of those disputes.

Now, Mr. Chairman, I think you appreciate I am located at long range from the seat of this controversy. What I have testified to was information received through correspondence, telegrams, and long-distance telephone.

In your request that I appear before you, you said I should have someone to corroborate what I testify in the matter of jurisdictional disputes, et cetera.

I have brought with me Mr. Wayne, who has been the business representative ever since we have established contractual relationship with the studios, with the exception of about 2 years ago. He elected to go back and work with the tools. I guess he wants to rest.

But recently again the membership prevailed upon him to again represent them. He is here to testify.

Before I leave the witness stand I want to try to correct a misunderstanding. Several witnesses, unintentionally have referred to the I. A. of M. leaving the A. F. of L. The I. A. of M. was suspended—suspended from the A. F. of L.—because the membership elected to defer payment of the per capita tax and because of the repeated statement which is a reflection upon our organization. I might say our convention aired our differences with the A. F. of L. The convention recommended to the membership that the organization will continue to defer payment of per capita tax until we could enjoy something other than a stepchild status.

The A. F. of L. officers knew that that was unfinished business until the membership acted upon it, because our organization is one of very few which does not give the convention authority to make decisions. All the convention can do is recommend, even in changing the laws. Those recommendations go back to the membership printed on a referendum and are distributed so that every member of the organization has an opportunity to vote.

But before the membership could vote on that question we were suspended from the American Federation of Labor.

Several references have been made to an A. F. of L. union of machinists which was established. The reference has been made to the A. F. of L. not wanting to sign a union contract with us. I think you should know this—this so-called union of machinists chartered by the A. F. of L. was chartered among machinists who were expelled for violating their oath of membership; expelled for violating a policy of local union 1185. For approximately 12 years local 1185 had the policy where they would respect a picket line regardless of whose picket line it was. That charter was also given to applicants for a union to those who were hired to go in and work behind the picket line.

Now the members of local 1185 could have had the benefit of a closed-shop contract; if they would have deserted our organization, the union of their trade, and cast their lot with the machinists' union organized by the A. F. of L. to furnish a haven for strikebreakers; but the members of 1185 fortunately come from a different stock. That is where they were denied a closed-shop contract.

That concludes my presentation, Mr. Chairman. If there are any questions you desire to ask I would be very happy to answer them, but when you go into details I think you believe testimony can be more informative if it comes from someone who has been right at the scene of the controversy, such as Mr. Wayne.

MR. KEARNS. Yes. Mr. Brown, I want to compliment you on this well-prepared statement. I want one thing cleared up in the statement on page 2, where you refer to the situation whereby members of the I. A. of M. must have cards in another union in order to perform their work. Do you have proof of that?

MR. BROWN. That is the information I am furnished by Business Representative Wayne.

MR. KEARNS. He will furnish that?

MR. BROWN. Yes.

MR. KEARNS. What you have referred to here you have substantial proof to show for it?

MR. BROWN. If it is not available at the moment he can get it. In fact, it was common knowledge of everybody who worked in the

machine shop. Everybody connected with the Hollywood situation knows that.

Mr. KEARNS. That is one thing I am particularly interested in with respect to unions. I have never approved of this business of carrying two or three cards.

Mr. BROWN. I say God speed the day when that damnable practice may be abolished.

Mr. McCANN. Mr. Chairman, I want to say the stationary engineers have representatives here. As I understand it, they said they were going to furnish affidavits to us that some of their men in the studios have been required to carry four cards. They want to be heard here briefly when this is over.

There is one thing you did not make clear to us which I thought you were going to do; you heard Mr. Doherty's testimony to the effect—

Mr. BROWN. I was not here.

Mr. McCANN. Well, Mr. Doherty made the statement that they did—

Mr. KEARNS. Are you quoting the actual statement?

Mr. McCANN. Not exactly.

Mr. KEARNS. Well, if we are going to go into that, quote the actual statement of Mr. Doherty.

Mr. McCANN. I do not have the record here. I will leave out the statement entirely.

Mr. KEARNS. Leave out his name then. It will be your own question.

Mr. McCANN. All right.

Did the three-man committee treat the I. A. of M. the same way that it did the other unions in their decision, and did it give work to the I. A. of M. in that decision?

Mr. OWENS. Mr. Chairman, is not that a double question? The first calls for a conclusion, and the second calls for a fact.

Mr. McCANN. If he does know, I think he will give us the facts. We heard testimony on this subject the other day. I do not have the record with me.

Mr. KEARNS. The directive plainly shows that the I. A. of M. was included.

Mr. McCANN. But did they spell it out and give the I. A. of M. the benefits that they gave to other unions? That is what I am trying to find out.

Mr. BROWN. No; they did not; and I will tell you why. It is my understanding the arbitration committee endeavored to dispose of the differences between the carpenters of the IA and the painters of the IA on the basis of their understanding of the facts where a dispute existed.

In our case the only dispute that existed was the M-G-M machine shop. They never touched that, but they issued an order to apply a work practice that disrupted a work practice, where there was no disagreement between the IA and the I. A. of M.

Mr. KEARNS. Your contention is they should have dealt with the one instance?

Mr. BROWN. The one and one only. I say in an arbitration meeting when they are confined to a jurisdictional dispute they should confine themselves to that dispute and they have no right to go beyond that.

When they go beyond that and multiply and inject additional disputes, then I say their award should be thrown out the window.

Mr. KEARNS. Does that answer your question?

Mr. McCANN. That answers the question, Mr. Chairman.

Mr. KEARNS. I did not want to get involved in any technical wording. Do you have any questions, Mr. Owens?

Mr. OWENS. Yes; I would like to ask a few questions.

You stated before that you had 650,000 members?

Mr. BROWN. Yes, sir.

Mr. OWENS. Are those 650,000 paid-up members?

Mr. BROWN. Yes.

Mr. OWENS. How many did you bring in in the last year?

Mr. BROWN. At the moment I cannot say. We brought in a great number, but a number have left because the forces have been greatly reduced in many shops throughout this year. It is hard to explain why, when workers join the labor movement and get the benefit of it, when they are laid off so often they drop their membership. There is a big turn-over.

Mr. OWENS. You mean you lost some in the last year?

Mr. BROWN. No; we did not lose, but I say the intakes exceeded the outgo. You see, we have had various closed shops; and, of course, under the Taft-Hartley Act that is out now.

But prior thereto we had a number of union shops but very few closed shops.

Mr. OWENS. I was wondering if you took in 50,000 in the last year?

Mr. BROWN. I would not want to testify because I cannot say.

Mr. OWENS. I remember you stated last year you had about 600,000 members.

Mr. BROWN. Yes; but you can take in 50,000; you may lose 45,000 and only gain 5,000.

Mr. OWENS. In other words, you do not know how many more you have than you had a year ago over last May when you testified?

Mr. BROWN. I could not say offhand; no.

Mr. OWENS. How many apprentices did you say?

Mr. BROWN. I could not say how many we have.

Mr. OWENS. As president, you cannot say how many apprentices you have?

Mr. BROWN. No; because when you have 10,500 firms under contract, I do not take the time to find out how many apprentices there are, because that is not important. It is important, though, that employers adhere to an apprenticeship rule that there should not be more than 1 apprentice for 10 journeymen.

Mr. OWENS. Who makes that rule?

Mr. BROWN. The union makes that rule.

Mr. OWENS. Why do you make that rule?

Mr. BROWN. Because we believe under that rule we can supply sufficient machinists if all the apprentices make their journeyman through the apprenticeship route.

Mr. OWENS. There has been testimony in some of these cases that in some shops they could use one for one, one for two, and one for three, and even the men who testified for the Government said they would like to get it to the point where there would be one for three or four.

Mr. BROWN. Yes; we have organized shops, and we have discovered there were more apprentices than journeymen, because the employer believed that was a good way to reduce the operating costs and have an unfair advantage over an employer who was respecting our apprenticeship rules.

Mr. OWENS. Do you think there is anything wrong with an employer reducing his costs to the public?

Mr. BROWN. No; not reducing his costs, but I do say if he reduces the cost at the expense of the wage earner there is something wrong.

Mr. OWENS. If the work was satisfactory, there would be nothing wrong with that, would there?

Mr. BROWN. Workers in the past, when they were unorganized; yes; but when they were told something about organization and what it was accomplishing, then they became dissatisfied with conditions and started organizing.

Mr. OWENS. So you have set a 10 to 1 ratio?

Mr. BROWN. Yes, sir.

Mr. OWENS. And you insist that the employer stand by that ratio?

Mr. BROWN. Yes, sir.

Mr. KEARNS. Mr. Owens, may I interrupt you? We will stand adjourned until 1:30.

(At 11:50 p. m., a recess was taken until 1:30 p. m.)

AFTERNOON SESSION

(The subcommittee reconvened at 1:30 p. m.)

Mr. KEARNS. The hearing will please come to order.

TESTIMONY OF HARVEY W. BROWN—Continued

Mr. KEARNS. I wish to make an announcement at this time which I think probably will affect the itinerary of some of the people who are here to testify—that I will be forced to carry this hearing over until Monday; because, as I left the session at noon, Mr. Hutcheson called me from Florida. He will be here to testify at 10 o'clock Monday morning. I know some of the other unions who are involved in this will be very much interested in hearing his testimony—or not hearing it; I don't know which. But they will probably want to be here.

Mr. BROWN. I believe Mr. Owens was questioning you about some matters when we adjourned for lunch.

Mr. OWENS. Yours is an independent union that used to be affiliated with the A. F. of L.?

Mr. BROWN. We were affiliated for a time; yes; for 50 years.

Mr. OWENS. Were you with the A. F. of L. at that time, yourself personally?

Mr. BROWN. I don't quite understand your question, sir.

Mr. OWENS. When you broke away from the A. F. of L., were you a member of the A. F. of L.?

Mr. BROWN. Yes, a member of the A. F. of L. executive council.

Mr. OWENS. How long had you been a member of that council?

Mr. BROWN. I think I was on that council for about 4 years, I believe, 4 or 5.

Mr. OWENS. Prior to that time you were working as a machinist in the A. F. or L.?

Mr. BROWN. No, I was the international president.

Mr. OWENS. Of what?

Mr. BROWN. The machinists.

Mr. OWENS. That is as an affiliate of the A. F. of L.?

Mr. BROWN. Yes.

Mr. OWENS. How long did you hold that position?

Mr. BROWN. I was the acting international president beginning with the fall of 1938 and 1 year thereafter I was made the international president.

Mr. OWENS. How long after that was it before you broke with the A. F. of L.?

Mr. BROWN. That was in 1939. We were suspended by the A. F. of L. in November of 1945.

Mr. OWENS. You mean you broke within a year after you became president?

Mr. BROWN. No, I became the president in 1939. In 1945 our general membership—rather, to be exact, the convention in 1945 recommended to the membership that we defer payment of the per capita tax until our union received the same treatment as other unions. The membership voted on that in January. The membership concurred in the convention recommendation but before the membership had an opportunity to vote the A. F. of L. executive council suspended our international union.

Mr. OWENS. But the first break did come in 1939?

Mr. BROWN. No, there was no break in 1939.

Mr. OWENS. When did the first part of the dispute arise?

Mr. BROWN. The basis of the dispute was in 1938, as I recall, but it in no way affected our affiliation.

Mr. OWENS. But it continued to grow definitely worse until 1945?

Mr. BROWN. Yes.

Mr. OWENS. So when you were operating in California you were operating as an independent union?

Mr. BROWN. After November of 1945. We do not refer to our union as an independent union because the term "independent union" so often is used in connection with the company union. We are the International Association of Machinists without affiliation with any group.

Mr. OWENS. Then in October of 1945, when you had the Cincinnati agreement, you were still affiliated with the A. F. of L.

Mr. BROWN. Yes, sir.

I was on the executive council but I was not present because our council was meeting in New York just prior to the grand lodge convention meeting. I could not get there.

Mr. OWENS. While you were a member of the A. F. of L. were you also a part of what is called the consolidated group in Hollywood?

Mr. BROWN. We still are.

Mr. OWENS. When did you first join them?

Mr. BROWN. I don't recall. I believe when Mr. Wayne comes on the witness stand he will be able to tell you. That is one detail I am not familiar with.

When we first became associated with the Conference of Studio Unions, I do not know.

Mr. OWENS. Approximately?

Mr. BROWN. I could not even give you an approximate date. I would not want to guess; I haven't the least idea. It is one of those many details that I am not familiar with.

In my office I have seven grand lodge representatives and the vice presidents to assist me with the correspondence and because of the size of the organization we specialize in work, and much of that work does not come across my desk.

Mr. OWENS. You mean when one of your groups would become affiliated with an organization out there, you would not know approximately when that was?

Mr. BROWN. No, not locally; when you consider we have over 1,600 local unions and it is almost physically impossible for any international president to be familiar with the local alliances and the local federations that are locals participating with other unions in a particular industry. It is one detail that relates to operation on the local level. The international is not very much concerned about it.

Mr. OWENS. You were familiar with what your work was supposed to be out there, were you not?

Mr. BROWN. Will you repeat that, sir?

Mr. OWENS. You were familiar with what your work was supposed to be out there?

Mr. BROWN. Whatever came to our attention with respect to the activities of local No. 1185, then we knew it.

Mr. OWENS. Because you mentioned something about these arbitrators having taken jurisdiction over matters which did not concern them, therefore you must have been fully familiar with what was happening out there?

Mr. BROWN. I was familiar with the agreement negotiated between the IA and the I. A. of M. for the moving picture theaters. After the arbitration committee made that award then I was advised from time to time of the extent of the tour of duty of our membership in the studios. I then learned that our members always did the work.

Mr. OWENS. Then what particular matters regarding your union were up before that arbitration board, the three-member board?

Mr. BROWN. The issue that the arbitration board was to handle was the dispute in the machine shop of M-G-M. I did not participate in the arbitration hearings.

Mr. OWENS. How do you know just what they were to handle with respect to your union?

Mr. BROWN. Because they were assigned to handle the disputes then in existence. The only dispute in existence between the IA and the I. A. of M. was the dispute at the machine shop of M-G-M, the only dispute.

Mr. OWENS. But your group was associated with another organization that had a dispute about quite a number of other things, was it not?

Mr. BROWN. The machinists in Hollywood were associated with the Conference of Studio Unions. That did not interfere with each craft's autonomous rank.

Mr. OWENS. But you are supporting them and ready to go out for any difficulties they might have with the producers, were you not?

Mr. BROWN. When they established a picket line, our membership, pursuant to the local bylaws, refused to cross the picket line.

Mr. OWENS. Now, refusing to cross the picket line you are talking about, is that the strike that took place while the war was on?

Mr. BROWN. No. I am referring to the incident which occurred during September of 1946, when the carpenters and painters were being discharged wholesale, so to speak, because they would not handle "hot" sets. Finally a picket line was put on. Local 1185 has had a provision in their bylaws for years that they will not cross a picket line. When the picket line was established they refused to cross it.

Mr. OWENS. Was that true in March or April of 1945, when they had the strike at that time?

Mr. BROWN. Yes. They refused to cross the picket line.

Mr. OWENS. You cooperated with the strike in violation of the agreement with the President of the United States?

Mr. BROWN. The membership of local 1185, pursuant to their bylaws, refused to cross the picket line. That is all I know about it.

Mr. OWENS. I say even though you knew there was an agreement that labor was not to strike during wartime?

Mr. BROWN. There was a verbal promise and the records would show there was not a union in the United States that had as clean a record as the machinists did with respect to adhering to the promise of not striking during the war.

Mr. OWENS. Mr. Brown, I am not concerned with anything in the United States now, except this particular case we are investigating.

Mr. BROWN. Yes.

Mr. OWENS. I am asking you whether or not you knew that you were going against the verbal promise that was given to the President of the United States not to strike during wartime?

Mr. BROWN. The membership of 1185 refused to cross the picket line. They have that autonomous right, that local right.

Mr. OWENS. I say you supported that even knowing that there was a verbal promise not to strike during wartime?

Mr. BROWN. We supported them out there when they refused to cross the picket line, yes.

Mr. OWENS. Therefore you did involve yourself with the quarrels of the other unions with the producers?

Mr. BROWN. If respecting their picket line involves us, yes.

Mr. OWENS. Did you have a contract with them then?

Mr. BROWN. Yes.

Mr. OWENS. Did you fulfill your contract?

Mr. BROWN. So far as I know the contract did not contain a no-strike clause and when the strike was in effect then, entering the studios was a hazardous venture, so to speak, and our people elected not to cross that picket line.

Mr. OWENS. Are you saying that the employees of another union who worked during the war period were strikebreakers?

Mr. BROWN. Yes.

Mr. OWENS. That is what you meant by strikebreakers in your statement?

Mr. BROWN. In 1945, yes; and in 1946.

Mr. OWENS. I am talking about 1945 now.

Mr. BROWN. Yes, anybody who works behind the picket line is a strikebreaker.

Mr. OWENS. And those were union men?

Mr. BROWN. They were members of unions.

Mr. OWENS. And they went in in accordance with the agreement with the producers?

Mr. BROWN. They violated the agreement they had with the local union.

Mr. OWENS. Would that apply to the teamsters also, who went through the picket line?

Mr. BROWN. I don't know anything about the teamsters.

Mr. OWENS. Well, they went through the picket line, did they not? You heard the testimony today.

Mr. BROWN. Yes.

Mr. OWENS. Would that be a violation?

Mr. BROWN. I don't know anything about their rules. All I know is that the members of Lodge 1185 of the I. A. of M. obligated themselves pursuant to the provisions of the contract not to cross a picket line.

Mr. OWENS. That is a contract—

Mr. KEARNS. Let us stay with the issue now, Mr. Owens.

Mr. OWENS. We are staying with the issue, Mr. Kearns. In other words, you supported a union which had an argument with the producers and which was not your own argument?

Mr. BROWN. What do you mean by supported a union?

Mr. OWENS. You did not go through a picket line like the teamsters did?

Mr. BROWN. Is that to our discredit?

Mr. OWENS. I am not saying one way or the other; I am saying you did not do it.

Mr. BROWN. Mr. Owens, I have answered repeatedly that in 1945 or 1946, or any time, in the last 8 years at least, whenever a strike occurred in Hollywood, the members of our local union obligate themselves, among themselves and they have a provision in the bylaws that they will not cross the picket line. Whether that is right or wrong I am telling you that is what happened.

Mr. OWENS. Did you consider the teamsters strikebreakers?

Mr. BROWN. I did not take the teamsters or anybody else into consideration, so far as that is concerned.

Mr. OWENS. What is the difference between the teamsters who went through the lines and the union men who worked in there?

Mr. BROWN. Mr. Owens, why ask me to pass upon the conduct of the members of another union?

Mr. OWENS. You have done it, you have just called these men strikebreakers.

Mr. BROWN. I am referring to the machinists.

Mr. OWENS. Just a moment until I complete my question. You referred to those men as strikebreakers—

Mr. BROWN. I did not.

Mr. OWENS. Just a minute, please. You referred to those men as strikebreakers who went in and worked with this other union, who were union men, didn't you?

Mr. BROWN. I referred to the former members of our organizations who violated their oath of membership, broke their local bylaws and deserted the fellows whom they pledged to stand by. I referred to them and other machinists who were hired to accept jobs while our people were out on the street. I referred to them as strikebreakers.

Mr. OWENS. You mean the men who kept their individual promise to the President of the United States not to strike during wartime?

Mr. BROWN. I don't know what promise they made.

Mr. McCANN. Mr. Chairman——

Mr. OWENS. Please, Mr. McCann.

Mr. BROWN. I don't know that those individuals made a promise. I made a promise.

Mr. OWENS. When the union makes a promise does it not include the whole body of the membership?

Mr. BROWN. Mr. Owens, when we made that promise we thought everybody else would play on the square and would act like real Americans, but when a movement was started to try to exterminate our organization, then we have got a right to defend ourselves.

Mr. OWENS. All right. That is a good point. Who tried to exterminate your organization?

Mr. BROWN. It is our belief——

Mr. OWENS. Don't give me any belief; tell me facts.

Mr. BROWN. Let me answer the question in my own way, will you, please?

Mr. OWENS. But I am stopping you when you tell me your beliefs. I don't want your beliefs. I want facts.

Mr. BROWN. Well, men are actuated by beliefs and ideas. They are actuated by what happens and what they believe is going to affect them in one way or another.

Mr. OWENS. Mr. Brown, that may be true, but in this hearing we are only interested in the facts which brought about your belief, so we want the facts in order to determine whether there is any ground for your beliefs.

Mr. BROWN. Mr. Owens, before we go any further, am I to understand that as a witness I cannot venture opinions based upon my belief?

Mr. OWENS. If you are testifying as an expert on some point that might be true, but now we are looking for facts.

Mr. BROWN. And if a question is asked me and all I have is my opinion, am I to say nothing or just give you my opinion?

Mr. OWENS. Just bring the people who know the facts and let us question you on that point. You made a statement about people who were trying to do a certain thing to your union. Are you basing that on hearsay from someone else or what you know yourself?

Mr. BROWN. I am basing it upon our belief. Those beliefs are influenced by what was happening to our members out there.

Mr. OWENS. Give me the facts of what someone did to you, that you know about.

Mr. BROWN. Now you are going into the details. When I finished my prepared statement I told the chairman at his request I brought an associate with me who was at the scene of the controversy, familiar with the details. I said I was testifying only to matters which came to me from long range. Mr. Owens, you are going into details and I think those questions should be presented to my associate, who, I believe, will be called here.

Mr. OWENS. In other words, you do not know personally?

Mr. BROWN. Not the details.

Mr. OWENS. You are basing it entirely upon what you are told by your assistants?

Mr. BROWN. My opinions are based upon the general news I get.

Mr. KEARNS. Wait a minute, now—

Mr. BROWN. From the scene of controversy.

Mr. KEARNS. Just a minute, please. This is another example where you have an international president who naturally has to rely upon the information and correct information that he gets from his associates out in the field. We had the same condition here with the motion-picture presidents who are in New York City and who have to depend on their keymen in the West to tell them what is going on there.

Mr. OWENS. I did not pay much attention to examining them when they did not know the facts. I just skipped it. But this gentleman charged a conspiracy and collusion. Men who make those statements ought to be able to have the facts to support them.

Mr. KEARNS. He said in his statement he would put men on the witness stand who had that information.

Mr. OWENS. But he made the charge and I want to see if he has any personal facts to sustain them.

Mr. KEARNS. I would take it this way, Mr. Owens: That after those men who made the charge testify—members of his union—Mr. Brown can come back here and swear that they are making correct statements.

Mr. OWENS. Any man who makes an affidavit in court, Mr. Kearns, if it is made upon information and belief, he cannot be held on that. When it is made on knowledge that is a different thing. No attention is paid to information and belief, but it is paid to knowledge. This man stated there was a conspiracy and I want to see if he has any personal knowledge of that fact.

Mr. BROWN. Mr. Chairman, I would like to ask a question of you. I testified as to happenings out in Hollywood. I concluded my statement by announcing my belief and opinion. Is that improper for a witness to voice an opinion after bringing to a climax a recitation of happenings? Is that improper in a hearing of this kind? I did not think it was and that is why I did it.

Mr. KEARNS. The only thing I would say in criticism of your statement is that in the charge of conspiracy there, probably you should have affidavits to prove it. But I see what you were trying to do was to leave that for the witnesses who are affiliated with you to prove for you.

Mr. BROWN. Yes.

Mr. KEARNS. I think you could have modified that so that it would have been worded to read that subject to the testimony of my affiliates, and so on, then that would leave you out of any personal charge.

Mr. BROWN. My opinion also was based upon reading excerpts of the testimony at that hearing made out in Hollywood, statements made by Mr. Brewer and other witnesses, and statements made by a gentleman representing management yesterday.

Mr. KEARNS. You still have the right as an individual to make the charge, if you want to prove it.

Mr. OWENS. Yes; but I was just asking his personal knowledge. I assume now you have no personal knowledge; you are just depending upon the statements of others?

Mr. BROWN. Well, Mr. Owens, it may be difficult for you and others to understand that trade-unionists arrive at a certain conclusion after experiencing treatment over a long period of time, based upon happen-

ings in the history of the labor movement. They arrive at conclusions believing that in the light of what has happened the stage is being set for another happening.

Mr. OWENS. Well, we will go into that briefly. In other words, an employer who is employing people wants to carry on his business, does he not?

Mr. BROWN. Yes.

Mr. OWENS. So he has an agreement with a union organization to go ahead and carry on the work. He just has one union and he goes all right with the work; is that correct?

Mr. BROWN. Yes.

Mr. OWENS. Another union comes into the field and begins to carry on disputes with the first union. Does that concern the employer?

Mr. BROWN. Well, that is a general statement. I would rather have you illustrate something more specific.

Mr. OWENS. Don't you think when two unions have a dispute it is the duty of the employer to try to keep his place open and deal with the general public and let the unions settle their own dispute?

Mr. BROWN. I don't think I should be called upon to testify to a hypothetical question.

Mr. OWENS. You just said you wanted an opinion and I am giving you that chance.

Mr. BROWN. Based upon experience, and that is a hypothetical question.

Mr. OWENS. It is a common everyday experience, because you talked about what happened in unions. Now I am giving you what happened each day according to the testimony we have had here. The employers are dealing with the unions, getting along very nicely. Then another union comes into the same field and starts arguing with the union that is then in there. Do you think the employer should participate in their quarrel?

Mr. BROWN. If I understand your question, Mr. Owens, I would say "Yes," but I would qualify it with this further statement:

We had an agreement with the studios for years. At no time, so far as I know, did any union claim any work which had been performed by members of our organization under that contract. And when another union comes into the picture and attempts to lay claim to work performed by our union, a union which the employer had always recognized as a union having jurisdiction over that work, I think it is the responsibility of that employer to tell the offending union, the trespassing union, that they are not going to permit a disruption in their labor relations by reason of them invading the jurisdiction of the first union.

Mr. OWENS. That is fine.

Mr. BROWN. I think then the employer has the responsibility to put up the stop sign.

Mr. OWENS. That is fine. Now, let's go to 1945. The strike took place in the spring of 1945. You had an agreement to do the work?

Mr. BROWN. Yes.

Mr. OWENS. You did not do it, did you?

Mr. BROWN. We had what?

Mr. OWENS. You had an agreement to do certain work for the studios, but you did not do it?

Mr. BROWN. We had an agreement; yes.

Mr. OWENS. Who was supposed to do that work when you did not?

Mr. BROWN. I don't know that I can answer that question, because that was up to the employer. All I know is that our membership had an agreement among themselves, written in the bylaws, that they would not cross the picket line.

Mr. OWENS. You did not work, and they got somebody to work for them, didn't they? Did you have any objection to the employers trying to protect themselves?

Mr. BROWN. We objected to any machinist working behind the picket line.

Mr. OWENS. Did you have any objection on the part of the employer trying to keep his studio going?

Mr. BROWN. No, if an employer could corral scabs that was up to him, but we do blame members of the trade.

Mr. OWENS. You understand you were talking about your own men before?

Mr. BROWN. Former members, yes.

Mr. OWENS. There is a difference between the words "scab" and "strikebreaker," isn't there?

Mr. BROWN. No. My definition of a scab is a member of a union who violates his oath of membership.

Mr. KEARNS. I never did like the term, so I don't like to use it.

Mr. BROWN. And deserts the fellows who he was obligated to stand by.

Mr. OWENS. And what is a strikebreaker?

Mr. BROWN. And then crosses the picket line and comes to the rescue of that employer to defeat his buddies back of the picket line. That is the fellow I refer to with the term the chairman does not like.

Mr. OWENS. You mean even if he just drops out of your union and joins another one in order to keep up the work during the war period?

Mr. BROWN. Whether he joins one or a dozen he still is a member of the craft. He obligates himself to stand by his fellow craftsman, then he turns yellow and goes across the picket line.

Mr. OWENS. So far you have absolved the employer with respect to that. That brought you to the agreement in October of 1945. Did you make yourself a party to that agreement, your union?

Mr. BROWN. Which agreement are you referring to?

Mr. OWENS. The Cincinnati meeting.

Mr. BROWN. The unions involved in that dispute acquiesced in a directive by the executive council of the A. F. of L.

Mr. OWENS. That is, you agreed to be bound by that directive which would be issued by three arbitrators, am I correct?

Mr. BROWN. Yes. But it never was my understanding or belief that the arbitrators would violate their responsibility.

Mr. OWENS. Now before we get to that, you did agree to be bound by that arbitration agreement?

Mr. BROWN. I agreed to accept whatever settlement was made, but please recognize the fact that I think you would do the same thing; that if somebody is going to pass upon your problems you acquiesce with the idea that those people are going to be governed entirely by the facts and circumstances.

Mr. KEARNS. You mean like socializing law?

Mr. BROWN. I don't know that I know what you are talking about.

Mr. OWENS. I understand what you mean.

The first thing is you did agree to be bound by it?

Mr. BROWN. Yes.

Mr. OWENS. Then they had hearings?

Mr. BROWN. May I qualify that statement?

Mr. OWENS. Well, you have been qualifying them.

Mr. BROWN. I agreed to abide by a decision. That was providing it was arrived at on the basis of the facts and circumstances.

Mr. OWENS. Mr. Brown, when you go before a court and submit your case to the court, do you have mental reservations each time you do that?

Mr. BROWN. I differentiate between a court and committee of trade-unionists.

Mr. OWENS. Might I say, whether you know it or not, in the history of labor movements the arbitrator is always considered to be even beyond the court. His decision has always been considered to be binding and trustworthy. Are you aware of that fact?

Mr. BROWN. Mr. Owens, may I ask you a question this time?

Mr. OWENS. Yes, I will deviate from the usual practice.

Mr. BROWN. What redress does anyone have when an arbitrator has disregarded all the rules of fair play and has not made a decision to cover a particular dispute and strays far from that in his decision and creates additional disputes? What redress does the other fellow have?

Mr. OWENS. I am going to bring you right into that matter in a few minutes. I am going to bring you right into that question. I understand now you did agree to that?

Mr. BROWN. Yes; that is true.

Mr. OWENS. Then they held their meetings, did they not, and heard some testimony or some evidence from the various unions?

Mr. BROWN. That is correct.

Mr. OWENS. After they did that they issued a directive?

Mr. BROWN. Correct.

Mr. OWENS. Now right there, what part of that directive that they issued was not agreeable to you at that time in December 1945?

Mr. BROWN. The directive did not deal with the one and only dispute. The directive incurred the opposing union or defending union from making claims when heretofore they had made no claims.

Mr. OWENS. That was not the question I asked.

Mr. BROWN. I did not understand your question, then.

Mr. OWENS. What part of that directive told you to do certain work and kept certain work from you?

Mr. BROWN. I would like to repeat again the dispute was at the M-G-M shop, a small shop.

Mr. OWENS. I am talking about the directive.

Mr. BROWN. I am coming to that. Here is the directive:

It is understood by both parties that members of the IA are recognized to have jurisdiction, to have charge of, to adjust and operate all projectors and all appliances connected therewith.

That had nothing to do with the machine shop.

It is understood by both parties that members of the I. A. of M. are recognized as having jurisdiction over the processing in the manufacture of motion-picture machines.

There were no motion-picture machines manufactured in that shop.

It is agreed that members of the I. A. of T. S. E. shall have jurisdiction over the setting up and taking down of motion-picture machines in such places as they are used for exhibition purposes.

That was not involved in the agreement at all.

Mr. OWENS. Would you say they gave you more power than you had?

Mr. BROWN. No.

Mr. OWENS. They did not take anything away from you.

Mr. BROWN. Yes, they did.

Mr. OWENS. They said you had jurisdiction of it, didn't they?

Mr. BROWN. No. The taking down and putting back of the machines into the booth was always done by our people at the studios in California.

Mr. OWENS. Well, they said you had jurisdiction over it, didn't they?

Mr. BROWN. No.

Mr. OWENS. What did they say?

Mr. BROWN (reading):

It is agreed that members of the I. A. of T. S. E. shall have jurisdiction over the setting up and taking down of motion-picture machines in such places as they are used for exhibition purposes.

Mr. OWENS. Well, that so far is in accordance with the said directive.

Mr. BROWN. That is the directive. They took that out of an agreement that was written to deal with motion-picture theaters.

Mr. OWENS. Was there any dispute prior to that time on that matter?

Mr. BROWN. At the studios there was no dispute in the booths and no dispute over taking down the machines, because we always did that.

Mr. OWENS. You mean there had never been any dispute with anybody?

Mr. BROWN. No.

Mr. OWENS. Who did it from March 1945 until fall, when you were not working there?

Mr. BROWN. Strikebreakers.

Mr. OWENS. Who did it?

Mr. BROWN. I don't know the individual.

Mr. OWENS. What union did it?

Mr. BROWN. I couldn't say.

Mr. OWENS. You don't know that?

Mr. BROWN. No; I was not there to observe. I don't know. I could give you an opinion but a moment ago, Mr. Owens, you said I should not give opinions.

Mr. OWENS. How do you know this board did not award this to someone who was doing the work at that time and whom they felt was doing it all right?

Mr. BROWN. No, the board did not award it to them. The board only made awards supposedly in behalf of the machinists, the I. A., the carpenters and the painters.

Mr. OWENS. Whom did they give that work to?

Mr. BROWN. Let me read that again, Mr. Owens:

It is agreed that members of the I. A. of T. S. E. shall have jurisdiction over the setting up and taking down of motion-picture machines in such places as they are used for exhibition purposes.

They took that out of an agreement that was written to apply to motion-picture houses. I do not know why they wrote that into the award, because that question was not involved in the dispute. In Hollywood we did that at all the studios.

Mr. OWENS. Mr. Brown, if you do not know who did it between March and October of 1945—

Mr. BROWN. What has that got to do with the rights of the two organizations and the two unions who were contending for this work and whose case went before that board?

Mr. OWENS. I do not know, except that they seem to have given it to somebody who had been doing the work.

Mr. KEARNS. Let me clear that for you. Will you relinquish the chair for a moment, please?

Mr. BROWN. Certainly.

Mr. KEARNS. Will you come to the chair a moment, Mr. Walsh, please?

TESTIMONY OF RICHARD F. WALSH, INTERNATIONAL PRESIDENT OF THE IATSE, NEW YORK, N. Y.—Recalled

Mr. KEARNS. Mr. Counsel. I think it is understood Mr. Walsh is international president of the IATSE.

Mr. McCANN. I do not think it is necessary to ask any further questions. He has already been identified.

Mr. KEARNS. The reason I called you here is this: The charge made by Mr. Brown was that the dispute was in the M-G-M shop out there. His contention was that when the directive was handed down it should have dealt with the one case rather than the industry. Mr. Owens has brought up the question here of who carried on the work when they were not in there doing it. Evidently Mr. Brown did not want to make a statement as to who was doing it. Knowing that you have most of the crafts in the studio perhaps you could inform Mr. Owens as to who did that work when they were not there.

Mr. WALSH. That was done by members of the IATSE known as the cine technicians.

Mr. KEARNS. They were not machinists?

Mr. WALSH. No, we gave them the title of cine technicians and under that title they would do some machine work.

Mr. KEARNS. Is it true that the dispute was only in the one shop, Mr. Walsh?

Mr. WALSH. No, sir. We presented the dispute to this board of arbitration. We contended they should award to us the entire jurisdiction of the machinists' work in the studios. We claimed it all, mainly because of the fact that this organization had been suspended from the American Federation of Labor. We were affiliated with the American Federation of Labor and all of the craft in the studio were A. F. of L. people.

Mr. KEARNS. You felt you had a right to move in and claim it as one of your jurisdictions because they were not operating as machinists, is that correct?

Mr. WALSH. That is correct. We had the right to claim it because we had been doing it from March until October. We sought the work

the machinists had in there which they had taken without any agreements. The work he talked about in the motion-picture booth, he never had any agreement with the IATSE whereby he could go into the motion-picture booths and set up and take down machines and where he could do running repairs on it. He had no agreement with the IATSE where he could go into the laboratories and oil machines which we worked on and repair machines. That was all in dispute. That was the trouble with Mr. Brown. He did not really know what the dispute was.

Mr. KEARNS. Then it was not segregated in one spot?

Mr. WALSH. Absolutely not.

Mr. KEARNS. Does that clear up your question?

Mr. OWENS. I do not know the facts, but it certainly hits the point I was trying to bring out, so there is no use examining this man on that until he comes back to cover other points, because he has cleared that point.

Mr. KEARNS. All right.

Now, Mr. Brown, do you want to take the stand again or do you want your representatives to appear?

Mr. BROWN. There is something I would like to add.

Mr. KEARNS. All right, sir.

TESTIMONY OF HARVEY W. BROWN—Resumed

Mr. BROWN. I was not very attentive when Mr. Walsh was testifying, but I want to make this further statement. It might be repetition, but I want to be certain it is in the record.

In the light of the information furnished me by our Hollywood business representative, the IA never filed as a dispute any machinists' work in those booths. Members of the machinists' union always took down those machines, replaced them, made all the repairs, made the repairs in the booths excepting temporary emergency running repairs. I want the record to show that because there was no dispute if another union claimed it, because they put men on jobs behind the picket line. Of course, that is another matter.

Mr. KEARNS. Mr. Brown, I think Mr. Walsh definitely stated the only reason why he was able to move in and claim that as a jurisdiction was because you had withdrawn or been put out of the A. F. of L. and he could move in and take it over; isn't that correct?

Mr. LEVY. That wasn't all his words—

Mr. OWENS. Just a minute, judge, please. He said more than that, Mr. Chairman. He said this group never at any time had an arrangement. There were a half dozen different things. The fallacy of Mr. Brown's statement, if I might say it, is that he is testifying from hearsay, whereas the other gentleman was speaking from direct knowledge of the facts. I am certain you would have to pay more attention to that. That point is covered. We have covered the point you were not able to give us. That takes us to the next point.

After this decision was rendered in December what, if anything, did you do in January during the next 30 days with respect to that directive of the Board?

Mr. BROWN. Following the issuance of the directive?

Mr. OWENS. Yes.

Mr. BROWN. When the directive was issued it was my information the IA was contending for the work in those booths, which we had always done.

Mr. OWENS. What did you do about it?

Mr. BROWN. I am coming to that. Our local representative approached the management of the studios.

Mr. OWENS. Is he going to testify later?

Mr. BROWN. The business representative or the brother who was then business representative is not business representative now. He protested to the management.

Mr. OWENS. You do not know that, do you?

Mr. BROWN. I know that because Mr. Wayne, who is here now, knows that the former representative did protest that the directive changed work operations where there was no grievance and which was not referred to the arbitration committee.

Mr. OWENS. Did you have anything in writing in that protest?

Mr. BROWN. I don't know whether he made a personal call or did it in writing. I couldn't say.

Mr. KEARNS. He will be on here himself.

Mr. OWENS. I might say the only thing we heard so far was the carpenters who made some objections. Did you know that they had a meeting during that month, I believe in Miami, in the month of January, where these things were discussed? Did you attend that meeting?

Mr. BROWN. No.

Mr. OWENS. Did any of your men attend that meeting?

Mr. BROWN. No. That was subsequent to our suspension and of course we were not entitled.

Mr. OWENS. Can you account for the fact that you were grouped with other A. F. of L. unions in this consolidated union group there?

Mr. BROWN. Mr. Owens, I believe the meeting you are referring to was called by Mr. Green, president of the A. F. of L., or direction of the A. F. of L. executive council. We were not invited. Not because they dislike us—I hope they don't dislike us—but because we were not affiliated.

Mr. OWENS. They might not dislike you, but you were certainly left out; were you not?

Mr. BROWN. In other words, we got the raw end.

Mr. OWENS. I was wondering how you happened to be mixed with a group of other A. F. of L. unions. Is that called the CSU?

Mr. BROWN. Will you repeat that again, please?

Mr. OWENS. You were jointed with a number of other unions, A. F. of L. unions, in the CSU; were you not?

Mr. BROWN. Yes.

Mr. OWENS. How did that occur?

Mr. BROWN. That was formed some years ago. When we were suspended from the A. F. of L. it so happened that the carpenters and painters, for reasons best known to themselves, did not want to desert us and we did not desert them.

Mr. OWENS. They did not desert you temporarily, but you did feel deserted after the directive came down; is that correct?

Mr. BROWN. No. We are still a part of that Conference of Studio Unions.

Mr. OWENS. Did you go ahead and do the work that was assigned to you?

Mr. BROWN. Our members did the work assigned to them by their supervisor. When others did the work that was formerly did by our trade, and which was not a matter of dispute before the arbitration committee, I understand they protested through the business representative direct to each studio.

Mr. OWENS. What month was that in—the early part of 1946?

Mr. BROWN. I think Mr. Wayne can furnish you those details.

Mr. OWENS. But your men continued to work with the other men after the directive was handed down, didn't they?

Mr. BROWN. Yes.

Mr. OWENS. When did they stop working?

Mr. BROWN. Some date in September.

Mr. OWENS. That was after the painters had issued their ultimatum?

Mr. BROWN. After they established picket lines. When picket lines were established, our people refused to cross the picket lines.

Mr. KEARNS. They were not paid off on the 23d, though, like the carpenters were?

Mr. BROWN. No; they were not.

Mr. KEARNS. They worked that day, and it was probably subsequent days thereafter that they would not go through the picket lines?

Mr. BROWN. That is one of the details that I do not know.

Mr. OWENS. Your men that had left you in 1945 to join this other group that you spoke of before—

Mr. BROWN. I beg your pardon?

Mr. OWENS. The men who had gone from your union to work during the strike in 1945—did they continue to work during the months of 1946 following the handing down of the directive?

Mr. BROWN. It is my understanding that when our people returned to work in the latter part of October 1945, not only those who broke ranks but a few who remained and did not come out were moved out of the shops. That is why I said in my brief the shops were clean. Those who stayed, those who broke ranks, and those who were hired were all removed.

Mr. OWENS. Were they never rehired?

Mr. BROWN. I couldn't say; I don't know.

Mr. McCANN. Mr. Chairman, the evidence shows this morning—if you will pardon me—that in April they found twenty-some-odd of these men who had been reinstated by management. That was in his statement this morning.

Mr. OWENS. I figured if he wrote the statement he would be able to answer the question. I am not referring to the statement; I would rather ask the question.

Mr. BROWN. Mr. Owens, as to those 21 people, I do not know if they were rehired. It was my information management retained a number on the pay roll, although they were not rendering service. Many of them were transferred into other departments that came under the jurisdiction of the IA, I was told.

Whether these men were brought in from the street or whether they were taken from some other departments or moved into the machine shop—which we contend was for the purpose of starting a rumpus—I don't know.

Mr. OWENS. But you sent a wire to Mr. Johnston about it on April 4, 1946, did you not?

Mr. BROWN. That is correct.

Mr. OWENS. So you did know those people were working in there?

Mr. BROWN. Yes; but I did not definitely know where they came from.

Mr. OWENS. What did you do about it then? Did your men continue to work there?

Mr. BROWN. Yes; after our executive council granted strike sanction to our people to strike if they did not remove those undesirables from those shops, our members still marked time, believing that something would happen to change the situation, and they kept on waiting.

Mr. OWENS. Do you expect me to believe these men are all you claimed a few moments ago and your men continued to work with them?

Mr. BROWN. Mr. Owens, I am answering your question. If you don't believe it, that is entirely up to you.

Mr. OWENS. But when terms you use are applied to men and you feel that way about men, I shouldn't think you would work in the same shop with them; but you did, didn't you?

Mr. BROWN. I have repeated several times that our members did: yes. They continued to work. Some quit rather than work there.

Mr. OWENS. How many quit?

Mr. BROWN. A few. I can't give you the exact number.

Mr. KEARNS. Mr. Owens, these other gentlemen have all that data for us.

Mr. OWENS. But this man put it in his statement. He sent a telegram to Mr. Johnston, as though he knew all about it.

I am only examining him on his statement. He should know what is in his own statement.

Mr. BROWN. Mr. Owens, I know what is in the statement. Mr. Johnston agreed with me. Mr. Johnston agreed they should not have been put in the shop, and Mr. Johnston further told me that the producers would not remove us from the shop because the I. A. threatened to strike if they did remove them from the shop. It is not a question of who they were.

Mr. OWENS. But right at that point, you said they did not wish to discontinue the conspiracy. What conspiracy are you talking about?

Mr. BROWN. Repeat that again.

Mr. OWENS. You say here on page 6:

Obviously the producers did not wish to discontinue the conspiracy.

What conspiracy are you talking about?

Mr. BROWN. The conspiracy I refer to, or the incident I refer to as a conspiracy, is by removing those 21 men in there. I contend they conspired for the purpose of creating a condition so our people would leave the shop and give them an opportunity to bring some more strikebreakers in there in the hope that they could operate their machine shop without doing business with the I. A. of M.

Mr. OWENS. Then your statement as to what constitutes a conspiracy is a continued retention of those men whom they had hired before?

Mr. BROWN. Because of what their objective was, in my opinion.

Mr. OWENS. In your opinion?

Mr. BROWN. Yes.

Mr. OWENS. It is not based on any facts that you have given us, however?

Mr. BROWN. No; I can't read the men's minds, but I have formed an opinion based upon the experience we were having.

Mr. OWENS. Am I to analyze all of the testimony you have given in the same light?

Mr. BROWN. Well, that is up to you, Mr. Owens.

Mr. OWENS. Now, you went on into the fall before you struck again: is that it?

Mr. BROWN. I beg your pardon?

Mr. OWENS. How long did you continue to work with these men?

Mr. BROWN. Well, they worked until sometime in September, when the picket line was put up by the carpenters or painters, I don't remember which: maybe both. Then our people, pursuant to the by-laws, refused to cross the picket line.

Mr. OWENS. In other words, you stayed out just as you did before, except that it was not during wartime in 1946?

Mr. BROWN. Yes. They continued to respect the picket line.

Mr. OWENS. And you have been out since that time?

Mr. BROWN. Yes.

Mr. OWENS. In other words, you are engaged in an economic strike? Do you maintain there is an unfair labor practice on the part of the producers?

Mr. BROWN. Yes.

Mr. OWENS. Did you file an action with the NLRB?

Mr. BROWN. Yes.

Mr. OWENS. When did you file that action?

Mr. BROWN. I don't know the date, but the gentleman who is handling that is here to testify.

Mr. OWENS. Is it still pending?

Mr. BROWN. Yes.

Mr. OWENS. Was the complaint filed on the charge?

Mr. BROWN. The Board hasn't taken final action on it.

Mr. OWENS. You mean the Board has not issued a complaint on the charge?

Mr. BROWN. There was a hearing held and intermediate order issued.

Mr. OWENS. What does that find?

Mr. BROWN. Favorable to the organization.

Mr. OWENS. That was the report we heard before, where the men were to be discharged and your men put in their places; is that it?

Mr. BROWN. I don't know what you are talking about now.

Mr. OWENS. When you say "favorable," what did they find?

Mr. BROWN. When I say "favorable," the Board in the intermediate report supported our position.

Mr. McCANN. Mr. Chairman, there was nothing in his statement with respect to the matter being inquired about. Mr. E. R. White, of the machinists, who filed that, is present and will be glad to answer any questions with respect to that.

Mr. OWENS. Of course, Mr. Chairman, when you are asking questions and when you are going into cross-examination of a man, you are not limited in the scope of your examination.

Mr. McCANN. I was only trying to indicate, Mr. Owens, that the man who knows all about it is present to answer the questions.

Mr. KEARNS. We don't want to waste time.

Mr. OWENS. When a man says it is favorable to his position, I think he should know what he is talking about.

Mr. BROWN. I made the statement Mr. White was here, who could give information with respect to that case; and that Mr. Wayne is here, who was at the scene of the controversy and had the details which I did not have.

Mr. OWENS. In other words, the charge you filed is based upon what took place since September of 1946?

Mr. BROWN. It is based upon my conclusions. The conclusion arrived at was based on the experience our people had in Hollywood.

Mr. OWENS. That is all.

Mr. KEARNS. Mr. Counsel, do you have questions?

Mr. McCANN. Questions by Mr. Zorn, Mr. Chairman.

Is it not a fact that your organization voted not to pay the per capita tax to the A. F. of L. because of Mr. William Hutcheson's continual refusal over the years to abide by jurisdictional decisions of the A. F. of L.?

Mr. BROWN. That is not true.

Mr. McCANN. That is all you have to say, sir. We will proceed to the next question.

In your experience in the A. F. of L., has Mr. William Hutcheson ever abided by any jurisdictional decisions in favor of the I. A. of M. and against him?

Mr. BROWN. I am not familiar with what Mr. Hutcheson has been doing or what he has done. I have no way of knowing what his individual acts are.

Mr. McCANN. Question by Mr. Levy:

Will you please produce a copy of the local constitution and bylaws referring to picket lines?

Mr. BROWN. I personally do not have it. Possibly Mr. Wayne may have one with him. If he does not have it we can arrange to have one sent to the committee.

Mr. McCANN. That is fine.

Question by Mr. Levy:

Isn't it a fact that for several years the carpenters' union disregarded the jurisdiction of the IAM and in that disregard deliberately—

I can't make out a word here, Mr. Levy.

Mr. LEVY. I will read it from this.

Mr. McCANN. If you don't mind, will you come over here and tell me what the word is?

Mr. LEVY. "And in that disregard deliberately enrolled and represented machinists."

Mr. BROWN. Mr. Chairman—

Mr. LEVY. The question is not over yet.

Mr. KEARNS. He has the right to continue the question.

Mr. McCANN. Finishing the question. I will start it over, and we will strike that first part:

Isn't it a fact that for several years the carpenters' union disregarded the jurisdiction of the IAM and in that disregard deliberately enrolled and represented machinists engaged in the erection, installation, or repair of machinery?

Mr. BROWN. At no time, as far as I know, in the Hollywood studios.

Mr. LEVY. I didn't say anything about the Hollywood studios, Mr. Chairman.

Mr. KEARNS. Now, just a minute.

Mr. LEVY. But, Mr. Chairman—

Mr. KEARNS. I will get an answer.

Mr. LEVY. Mr. McCann knows that is not an answer, and he ought to ask him again.

Mr. KEARNS. Now, you just sit down a minute. We will get an answer on that.

Mr. LEVY. All right; I just want it to be on the record.

Mr. KEARNS. Will you restate the question?

Mr. McCANN. Rereading the question:

Isn't it a fact that for several years the carpenters' union disregarded the jurisdiction of the IAM and in that disregard deliberately enrolled and represented machinists engaged in the erection, installation, or repair of machinery?

And from the comments of Mr. Levy, he means anywhere in the United States.

Mr. BROWN. Mr. Chairman, am I required—

Mr. KEARNS. You may answer or not answer. If it is not within your ability to answer, I do not know how you are going to answer. But we would like an answer, if possible. That is the only way I can protect counsel.

Mr. BROWN. The question I want to ask is: Will it contribute to the purpose of this hearing to discuss whether there were differences between two unions in other industries?

Mr. KEARNS. I don't think you have to go outside your own union. If I were sitting in your spot, I would mind my own business.

Mr. BROWN. Mr. McCann, in the Hollywood area I don't believe there ever was a closer association, a greater degree of fidelity between two groups than there is between the members of the carpenters and machinists' unions. If the membership of the carpenters and machinists in other areas does differ, I prefer not to discuss it.

Mr. KEARNS. At this point you may ask another question worded differently, if you desire. Then if you want to go on record objecting to this, we will do that.

Mr. LEVY. I will just take 2 minutes after he gets through, if he does not want to answer the questions, because he testified about his disaffiliation with the A. F. of L., and I want to give the reason for that disaffiliation.

Mr. OWENS. Mr. Chairman, I would construe the answer to mean that while that was true in Hollywood, it was not true in other places.

Mr. KEARNS. Proceed with the question, Mr. Counsel.

Mr. McCANN. They are all on the same line, sir. I will proceed with them.

Mr. KEARNS. You will have to read them.

Mr. McCANN. Did not the IAM register a complaint with the AFL against the carpenters' union?

Mr. BROWN. When?

Mr. McCANN. It doesn't say; I can't imagine.

Mr. LEVY. I say that Mr. McCann ought to ask the questions with the same interest that he asks questions submitted by others.

Mr. McCANN. Now, Mr. Chairman, I think it is time—

Mr. KEARNS. Just a minute.

Mr. LEVY. I get the sense of it. I am no child here either.

Mr. KEARNS. All right, please, now.

Mr. LEVY. Say that to both of us.

Mr. KEARNS. Please read the question.

Mr. McCANN. I read the question, Mr. Chairman. I am trying to read everybody's questions in the same tone of voice that it is given to me. I am trying to state the questions that are given to me by these lawyers. I do not see why an argument should be held when I read the man's question.

Mr. KEARNS. That's right; let's go ahead.

Mr. McCANN. I will read the question again, exactly as it is.

Did not the IAM register a complaint with the A. F. of L. against the carpenters' union?

Mr. BROWN. When and what kind of complaint?

Mr. KEARNS. Just answer that yes or no. That is all you can do.

Mr. BROWN. I can't answer that question, because it is impossible. Not that I don't want to.

Mr. OWENS. Mr. Chairman, the first question was clear and to the point. There was no need to evade it by saying in the Hollywood jurisdiction. I would construe the question was answered by saying they did register complaints as to what took place in other parts of the United States but had no complaint in Hollywood; unless their witness were to say something to the contrary I think we would have a right to assume that is true.

Mr. BROWN. Mr. Chairman, I am not trying to evade. I don't want to be helpful to those who believe they can drive a peg between the machinists and carpenters in Hollywood.

There is a mistaken idea here and in many sections of the public. We were not suspended from the A. F. of L. because of disputes with the carpenters or any other international union. The machinists' union had a dispute with the executive council of the American Federation of Labor. We took no complaint against the carpenters or any other union into the A. F. of L. not since this controversy arose in 1938.

We did have a controversy with the executive council of the A. F. of L., and it was because of that controversy we deferred payment of the per capita tax, and after a time they suspended us because we deferred payment of the per capita tax.

Now, no matter how many questions are asked, the carpenters and machinists in Hollywood are working as brothers, and they are going to continue to.

Mr. KEARNS. I think that is a fair statement.

Mr. McCANN. Didn't the A. F. of L. convention decide that the carpenters' union discontinue passing upon the jurisdiction of the machinists' union?

Mr. BROWN. By resolution in 1914 they did.

Mr. McCANN. Didn't the carpenters' union ignore the A. F. of L. convention decision?

Mr. BROWN. Yes.

Mr. McCANN. Didn't William L. Hutcheson, international president of the carpenters, notify the executive council of the A. F. of L. that the carpenters' union would not accept the A. F. of L. convention decision relating to the jurisdiction of the machinists' union?

Mr. BROWN. In substance, yes.

Mr. McCANN. Didn't Mr. Hutcheson inform President William Green, of the A. F. of L., that the carpenters would stop paying per capita tax to the A. F. of L. unless Mr. Green would stop officially confirming the machinist-union jurisdiction?

Mr. BROWN. That is public knowledge. It is in that convention proceedings, and the convention proceedings are public documents.

Mr. McCANN. Isn't it a fact that rather than tell the carpenters' union that the A. F. of L. executive council would not be intimidated by demands and threats from a union which refuses to abide by the convention decision, the executive council resorted to appeasement and yielded to the demands of the carpenters' union?

Mr. BROWN. Repeat that question again; it is confusing.

Mr. McCANN. I am sorry, I cannot read all of counsel's writing. I apologize to all of them.

Mr. LEVY. May I read it in print for you—from Mr. Brown's printed article? It might refresh his recollection. His picture is here.

Mr. McCANN. I am trying to read your questions faithfully, sir, and that is all I can do.

Mr. OWENS. It is a good-looking picture.

Mr. McCANN. Isn't it a fact that rather than tell the carpenters' union that the A. F. of L. executive council would not be intimidated by demands and threats from a union which refuses to abide by the convention decision, the executive council resorted to appeasement and yielded to the demands of the carpenters' union?

Mr. BROWN. I believe something along that line I embodied in an article when I was given a column in our official organ.

Mr. McCANN. Therefore, your organization refused to pay, or suspended payment, of the per capita tax to the A. F. of L. and was suspended by the A. F. of L.?

Mr. BROWN. Will you repeat that again, Mr. McCann?

Mr. McCANN. Therefore, your organization refused to pay, or suspended payment, of per capita tax to the A. F. of L., and was suspended by the A. F. of L.?

Mr. BROWN. Is that a question?

Mr. McCANN. That is a question. That is based upon the question before.

Mr. BROWN. Again I say I do not want to refuse to divulge information. If it is proper that you must have that information, I must confess I do not quite understand that inquiry.

I repeat again, the grand lodge, first by direction of the executive council, then by the commission, then by reference to the membership, decided they would defer payment of the per capita tax until the machinists' union got the same treatment that was accorded to all other unions.

Mr. LEVY. I am quoting from what he said in his article. I will offer the article if Mr. McCann will take it. It is written by Mr. Brown. It is word for word from the article. Every question was based upon Mr. Brown's own article.

Mr. KEARNS. Let me see the article.

Mr. McCANN. You must pardon me, but so far as I know, gentlemen, on both sides of the table and all of you, I have not turned down

anything that any of you has offered as an exhibit yet. If you want that offered as an exhibit, I shall be happy to do so.

If you want the article Mr. Brown wrote as an exhibit, I will be glad to move that it be received as such by the committee.

Mr. LEVY. I want it in.

Mr. McCANN. Mr. Chairman, I move that the article by Mr. Brown be inserted in the record at this point.

Mr. KEARNS. No objection.

(The article is as follows:)

[Machinists Monthly Journal, January 1947]

YOUR JOB AND MINE

THE I. A. OF M. AND THE A. F. OF L., 1914—1938—1945—?

By Harvey W. Brown, International President

Inquiries from new members who have joined the machinists' union following January 1946 warrants this résumé of the union's differences with the American Federation of Labor executive council.

First, our new members should know that while jurisdictional differences do exist between our association and several A. F. of L. organizations, the real issue which caused the general membership to instruct the executive council to defer payments of per capita to the A. F. of L. was the fact that the A. F. of L. executive council denied to the machinists' union the same services and cooperation which are available to all other A. F. of L. unions.

In order that our new members will have a thorough understanding of this case, it is necessary that they know something about its background. Ever since its formation, the A. F. of L., when charting national or international unions, has prescribed the jurisdiction of such unions. On occasions, when the jurisdiction of an A. F. of L. union was challenged or ignored by another A. F. of L. affiliate, the A. F. of L., in convention assembled, announced the jurisdiction of the union which was requesting relief.

The carpenters' union is one of several unions which has disregarded our jurisdiction and enrolled and represented machinists engaged in the erection, installation, or repair of machinery. The machinists' union registered a complaint with the A. F. of L. against the carpenters' union, and, during the 1914 A. F. of L. convention the delegates, by unanimous vote, declared:

1914 A. F. OF L. DECISION

1. That the carpenters' union has never been granted jurisdiction over the making, repairing, erecting, assembling, or dismantling of machinery.

2. That the carpenters' union shall discontinue trespassing upon the machinists' union jurisdiction.

3. That the president and executive council of the A. F. of L. shall render every possible assistance to the I. A. of M. in protecting and preserving its jurisdiction over the building, assembling, erecting, dismantling, and repairing of machinery in machine shops, buildings, factories, or elsewhere, where machinery may be used.

The carpenters' union ignored the A. F. of L. convention decision and continued its acts of trespassing upon the jurisdiction and raiding the membership of the machinists' union.

1938 A. F. OF L. COUNCIL ACTS

During February 1938 the A. F. of L. executive council, while in session, reviewed the history of the dispute over the erection, installation, and repair of machinery, and on the basis of A. F. of L. convention records instructed A. F. of L. President William Green that, if and when called upon by an interested party, he should issue official confirmation of the machinists' union jurisdiction. President William Green conformed with those instructions and the following are reproductions of telegrams he issued:

MIAMI, FLA., February 8, 1938.

H. S. BOUGHTON,

*Business Agent, Building Trades Council,
122 North San Joaquin Street, Stockton, Calif.:*

Decisions of American Federation of Labor and building trades department as set forth in printed pamphlet issued by executive council sets forth the jurisdiction of the International Association of Machinists over the building, assembling, erecting, dismantling, and repairing of machinery in machine shops, buildings, factories, or elsewhere where machinery may be used. This information is sent you in accordance with action of executive council.

WILLIAM GREEN,

MIAMI, FLA., February 6, 1938.

R. W. UPSHAW,

*Assistant Manager, Anheuser-Busch, Inc.,
St. Louis, Mo.:*

Decision of American Federation of Labor and building trades department as set forth in the printed pamphlet I sent you sets forth the jurisdiction of the International Association of Machinists over the building, assembling, erecting, dismantling and repairing of machinery in machine shops, buildings, factories, or elsewhere where machinery may be used. This information is sent you in accordance with action of executive council.

WILLIAM GREEN,

THE CARPENTERS' POSITION

Within a few weeks after issuance of the above-quoted telegrams, the general president of the carpenters' union notified the A. F. of L. executive council that the carpenters' union would not accept the A. F. of L. convention's decision relating to the machinists' union jurisdiction, and further advised that if President William Green did not stop issuing telegrams to officially confirm the machinists' union jurisdiction the carpenters' union would stop paying per capita tax to A. F. of L. Rather than tell the carpenters' union that they would not be intimidated by demands and threats from a union which refuses to abide by a convention decision, the A. F. of L. executive council resorted to appeasement and yielded to the demand of the carpenters' union by instructing President William Green to stop issuing telegrams setting forth the jurisdiction of the machinists' union.

1943, THE I. A. OF M. ACTS

Thereafter, for more than 4 years our grand lodge endeavored to have the A. F. of L. officers carry out the above-referred-to definite instructions by the 1914 A. F. of L. convention. Failing in these efforts, our members, during April 1943, by referendum, voted to withdraw from the A. F. of L. Several months thereafter the officers of the A. F. of L. urged the I. A. of M. to return to the A. F. of L. with the promise that upon our association's return they would do everything within their power to assist in the handling of our jurisdictional problems. It was natural for the members of our executive council to believe the A. F. of L. officers would carry out their promise by conforming to the instructions they received from the 1914 A. F. of L. convention.

On our return to the A. F. of L. in the fall of 1943, the grand lodge issued to the A. F. of L. a check in the amount of \$45,281.73 as payment for delinquent per capita tax during the few months we were outside the A. F. of L. Unfortunately, instead of keeping their promise, the officers of the A. F. of L. enlarged on the assistance they were giving the opposing unions who were raiding the membership and trespassing upon the jurisdiction of the machinists' union.

I. A. OF M. CONVENTION, 1945

Finally, following further efforts to bring to an end the discrimination suffered by the machinists' union since April 1938 (the date the A. F. of L. executive council reversed their position following the carpenters' threat to stop paying per capita tax) to change our stepchild status and give our union a square deal the delegates to the 1945 grand lodge convention adopted a proposal which the general membership by referendum voted, in excess of 4 to 1, to defer per capita tax payments to the A. F. of L. until such time as the A. F. of L. executive

council demonstrates by conclusive action that it will accord our organization the same treatment and consideration as it accords other affiliated organizations.

It is natural for some of our new members who have had no previous experience in the organized labor movement to become confused because of the actions of both the carpenters and the A. F. of L. officers.

On the basis of the record, the carpenters' union know they are wrong when they contend that the erecting, installing, and repairing of machinery is millwright work. I say this because general president, William L. Hutcheson, of the carpenters' union in a communication addressed January 5, 1933, to a carpenters' local union at Gary, Ind., advised that the A. F. of L. convention held in 1914 gave to the machinists' union machinery of all description and all millwright work.

CARPENTERS ADMIT RECORD

In the March 1933 issue of the Carpenter (official organ of the carpenters' union) there appeared an official statement advising the members of the carpenters' union that the A. F. of L. convention held at Philadelphia, Pa., in 1914 gave millwright work of all descriptions to the machinists.

Obviously, the carpenters realized the record was against them, yet, unwilling to conform to the findings and direction of the highest tribunal within the labor movement as represented by the A. F. of L., they resorted to a threat to stop paying A. F. of L. per capita tax if the machinists' union received the same services and cooperation that is made available to all other A. F. of L. unions. The carpenters' union threat worked thus, the mandate by unanimous vote of the 1914 A. F. of L. convention became merely a scrap of paper. This was unfortunate not only for the machinists' union, but for the entire A. F. of L. labor movement as well.

WHAT THE I. A. OF M. REQUIRES

Because of the happenings noted above, our executive council on February 16, 1946, communicated with the A. F. of L. officers to advise that they would turn over deferred per capita tax payments, at present approximately \$200,000, and renew monthly per capita tax payments if and when the officers of the A. F. of L. consummate a written understanding which would, without reservation, accomplish the following results:

When called upon by interested parties, the president of the A. F. of L., in his absence the secretary-treasurer, shall by written notice announce that the jurisdiction of the International Association of Machinists covers—

The erecting and repairing of machinery of all description (including trucks, tractors, and all other automotive equipment) on construction projects, in buildings (during course of construction or when completed) or elsewhere.

The maintenance and repairing of automobiles, trucks, busses, tractors, and any other automotive equipment and machinery for all description operated by or for local interurban or long distance transportation companies, individuals or business establishments of any kind.

The president of the American Federation of Labor shall notify (in writing) the building and construction trades department, A. F. of L., and all subordinate councils thereof, that they shall in no way interfere with the International Association of Machinists' right to negotiate with any employer an agreement covering the erecting and repairing of machinery of all description (including trucks, tractors, and all other automotive equipment) on construction projects, in buildings (during course of construction or when completed) or elsewhere.

THE GREEN TEST RUN LETTER

The letter be withdrawn which the president of the American Federation of Labor addressed April 23, 1943, to President William E. Maloney, International Union of Operating Engineers, and any other information be addressed to any party, wherein the president of the A. F. of L. attempted to turn over to the International Union of Operating Engineers the work involved on a ship while the ship is undergoing a trial test, prior to turning over the ship to the owner or the purchaser and before commissioned for service to determine if the machinery meets specifications.

The carpenters' union is one of the three unions referred to in past discussions with A. F. of L. officers. Two additional international unions, the Operating Engineers' Union and the streetcar men's union, likewise refuse to respect our jurisdiction as reaffirmed by the 1914 A. F. of L. convention.

An agreement between the machinists' union and the operating engineers' union was consummated October 12, 1926. The said agreement provided that the machinists' union is recognized as having jurisdiction over the building, assembling, erecting, dismantling, and repairing of engines and machinery of all descriptions used in any kind of service.

OTHER RAIDERS FOLLOW

Approximately at the time the carpenters' union served their threat on the A. F. of L. officers, the operating engineers evidenced unwillingness to conform to their agreement with the machinists' union, obviously because of their knowledge that the A. F. of L. president was not permitted to issue an official confirmation of the machinists' union jurisdiction, regardless of which union was contending for the right to represent machinists. The general president of the operating engineers' union in 1942, after the said agreement had been in effect for approximately 16 years, served written notice abrogating the machinist-engineers' agreement. That arbitrary action to nullify the said agreement clearly indicates the operating engineers recognize that the agreement, when applied, protects the trade rights of the machinists' union.

The streetcar-men's union and the machinists' union entered into an agreement October 25, 1928. The said agreement provides that all employees working in garages, car barns, and stations, who are working at machinists' work, shall be represented by the machinists' union and such employees who were then members of the streetcar-men's union shall transfer to the machinists' union.

THE STREETCARMEN, TOO

When members of the streetcar-men's union learned that the A. F. of L. president was no longer privileged to issue official confirmation of the machinists' union jurisdiction, they proceeded to violate this agreement, and, finally, the general officers of the streetcar-men's union made known to the A. F. of L. executive council that they would no longer conform to the machinists-streetcar-men's agreement. Why?

The streetcar-men knew that if they respected this written, signed agreement with the machinists' union that many thousands of machinists and auto mechanics employed by local, interurban and long distance transportation companies would no longer pay monthly tribute to the streetcar-men's union for the privilege of working at the machinists' trade.

Because of our experience with the streetcar-men's union we endeavored to have the A. F. of L. executive council agree that President William Green be privileged to issue a statement officially confirming the machinists' union jurisdiction over work performed in connection with equipment operated by local or interurban streetcar or bus companies. The carpenter protested our request because he realized that, if approved, it was only a matter of time when he no longer could forestall A. F. of L. official confirmation of the machinists' union jurisdiction over the erection, installation, and repair of machinery; therefore, the carpenter's objection was sustained.

Members from every section have repeatedly asked, "On what basis of reasoning does a carpenter believe the economic influence of his trade, composed of men skilled in the fashioning, fitting, joining, and erecting wood materials, is in jeopardy when machinists members of the I. A. of M. erect, install, and repair the machinery they build? There is no direct relation between the work of a carpenter and machinist's work.

The carpenters' union has jurisdiction over those who cut down the trees and in the sawmill where the tree is cut into various shapes and lengths, the planing mill employee, and the carpenter. This is as it should be—from the forest to the finished carpenter's job.

Strange as it may seem, this same carpenter contends that the machinist, after building machinery, must remain in the machine shop and not follow the machinery to the site where it will be used to erect and install this machine-shop product. The position of the carpenters' union in this matter aids and abets the program of the unfriendly machinery manufacturers who for years have attempted to weaken our economic influence in the shop.

THE HIGH COST OF TAKING IT

The same carpenter served notice on the A. F. of L. officers that if they continued advising interested parties that machinery, which represents the genius and skill of machinists, should be erected, installed, and repaired by machinist members of the machinists' union, they, the carpenters, would stop paying per capita tax to the A. F. of L. On the basis of this record, the A. F. of L. executive council, in substance, told us that unless we accepted the treatment prescribed by the carpenters and pay our per capita tax, approximately \$100,000 a year, for such treatment, we would be kicked out of the A. F. of L.

In the case of the operating engineers and the streetcar men's unions, their record with respect to invading the machinists' trade, aided by the A. F. of L. officers, is a record just as inconsistent and unethical as is the record of the carpenters' union case; however, the acts of the operating engineers and streetcar men in breaking agreements and raiding, are the direct result of the job the carpenters accomplished by threatening stoppage of A. F. of L. per capita tax payment.

THE VALUE OF A PROMISE

Within A. F. of L. circles it is frequently stated that never again will any other union be permitted to defy and challenge the authority and duty of the A. F. of executive council and get away with it. That sounds fine. We await the time when those who utter muffled imprecations will, collectively tell the A. F. of L. executive council that the time has come to correct the mistakes made during their sessions in April 1938 and August 1944.

After the I. A. of M. was suspended by the A. F. of L. executive council in November 1945, but prior to our membership having had opportunity to vote by referendum on the grand lodge recommendation to defer per capita tax payments to the A. F. of L., we were asked to return to the A. F. of L. house of labor on the basis of a promise. Our members recall the promise which prompted our pilgrimage back into the A. F. of L. in October 1943. Out of experience, it is natural for our members to say that an unkept promise made in October 1943 has priority over any additional verbal promise that may be made in the future.

Mr. McCANN. I want the record to show that you have not offered any exhibit and you are not going to tender anything applicable to this investigation that will not be gladly received by the committee.

Mr. KEARNS. Mr. Brown might fix it up with the reporter to get the picture reproduced.

Mr. BROWN. That is authentic.

Mr. McCANN. These questions are by Mr. Bodle:

It is true, is it not, that by the telegram of early 1946 from the producers you were assured that the past practice in regard to distribution of work would be followed where there was nothing in the three-man directive covering the situation?

Mr. BROWN. That is correct; and may I supplement that by this further statement, by reading the last sentence of that telegram:

Where the decision fails to specifically determine any jurisdictional situation the undersigned will continue to operate as heretofore.

It is my information—

Mr. McCANN. Who is that signed by?

Mr. BROWN. The names of the firms and not the individuals.

Mr. KEARNS. That is already in the record.

Mr. BROWN. It is my information that in a studio there are projectors used for exhibition purposes, where they have a preshowing of a picture, and maybe a few other operations. That work possibly represents 1 percent, or less than 1 percent, of the projectors in the studios.

The very fact that the award was being applied apparently by the producers in cooperation with the IA, in violation of past practice

and the award does not give them that right—because the award in connection with the projectors had this to say:

It is agreed that members of the IATSE shall have jurisdiction over the setting up and taking down of motion-picture machines in such places as they are used for exhibition purposes.

Now, then, they are applying that to so-called motion-picture machines that are used for other than exhibition purposes.

Therefore, I say the producers and the IA conspired—and I put the emphasis on “conspired”—to violate the very language of the contract, and when our representative approached them to ask them to stop that practice and restore the past practice, nothing was done.

Mr. McCANN. Continuing to read Mr. Bodle's questions:

Was employment of 21 men in machinist classifications in April 1946 a violation by the producers of that telegram and the three-man directive?

Mr. OWENS. Isn't that just a conclusion, Mr. McCann, even though you are asking their questions—

Mr. KEARNS. He has to read the questions submitted to him.

Mr. OWENS. You and I could furnish the answer to that.

Mr. McCANN. Mr. Chairman, you will bear in mind the other day numerous questions were prepared for the producers like this. I recall definitely saying, for example, that I thought Mr. Johnston or one of the presidents was fully able to distinguish between what he could and could not answer.

Mr. OWENS. What I mean, Mr. Chairman, is that this question obviously is in the nature of a direct examination question and calls for a conclusion, which might be proper in a cross-examination question, but is only a conclusion here and I will not pay any attention to the answer myself, because it is absolutely a conclusion.

Mr. McCANN. Bear in mind these are questions prepared by counsel for the interested parties, and not by me.

Mr. OWENS. I am saying to counsel it is a conclusion and a direct-examination question.

Go ahead.

Mr. McCANN. Will you answer the question?

Mr. BROWN. Mr. McCann, will you please repeat the question?

Mr. McCANN. Was employment of 21 men in machinist classifications in April 1946, a violation by the producers of their telegram and the three-man directive?

Mr. BROWN. I can't answer that question.

Mr. McCANN. Have you heard the minutes of the producers' labor committee meeting for the period August 22, 1946, to September 24, 1946?

Mr. BROWN. No, I did not hear them.

Mr. McCANN. Is your conclusion that the 1946 lockout was the result of a conspiracy based in part on those minutes?

Mr. BROWN. I couldn't say. I was not here when the minutes were read.

Mr. McCANN. Have you read the minutes that were received in evidence in Hollywood?

Mr. BROWN. On that September hearing?

Mr. McCANN. Yes.

Mr. BROWN. I read excerpts from them. I cannot answer the question because the question, as I understand, is to ascertain from me whether I believed a conspiracy existed on the basis of those minutes. I never so testified.

Mr. McCANN. All right, that is satisfactory. Any other questions?

Mr. OWENS. Just one question on that basis.

Do I understand there is anything more in your statement of conspiracy except what you have said, and what you said was contained in the hearings of September 2, 1947?

Mr. BROWN. What I heard in that hearing and what I heard from a witness from the ranks of supervision whose name I cannot recall. He testified yesterday.

Mr. KEARNS. You mean Mr. Boren?

Mr. BROWN. Something like "Jacks."

Mr. KEARNS. Sax?

Mr. BROWN. Yes, Sax. He made a statement which clicked in my mind that there was a conspiracy.

Mr. KEARNS. What statement was that?

Mr. BROWN. The statement that they knew in advance, or words to that effect, what would happen if they assigned these men to the so-called hot sets, and they were to discharge them.

Mr. KEARNS. Did we have that in the hearing yesterday?

Mr. OWENS. I remember it clearly. In other words, they had been told about September 11 that the men would not work and that they then invited the men to work and prepared their checks a day in advance, then handed them to them when they would not do the work?

Mr. BROWN. No, not that testimony, but something along that same line. The reason I believe it is conspiracy is because from what I have heard here, and what I have read, is that members of the IA and members of the teamsters had refused to do certain work, because some people were performing certain operations, but I did not hear any testimony that they were discharged.

But when the carpenters and painters refused to do it, they got discharged. It don't make sense to me.

Mr. KEARNS. Can't you find the statement?

Mr. McCANN. If you want me to get the testimony of Mr. Sax, I can find it.

Mr. OWENS. I remember the testimony, Mr. Chairman.

Mr. KEARNS. I want the right words. If he is going to make a charge on that, I want the right wording there.

Let the witness read it himself.

Mr. McCANN. I am trying to find that portion for him.

Mr. OWENS. While you are looking for that, Mr. McCann, I should like to ask a question.

What wording in the September 2, 1947, memorandum would give you any thought there was a conspiracy?

Mr. BROWN. I would have to have the proceedings examined. I recall there were one or two statements made by Mr. Brewer which convinced me there was collusion.

Mr. OWENS. I have them here. I will find Mr. Brewer's testimony. Here is the testimony of Mr. Brewer. After you leave the stand you may try to find that and then we will ask you questions about it.

I am trying to tie this down, Mr. Chairman. I think the charge of conspiracy is serious. It is my thought that that was the one thing that might solve this so-called problem. So far I have not seen any evidence of a conspiracy at all.

Mr. KEARNS. This will be off the record.

(Discussion off the record.)

Mr. BROWN. On page 417 of the proceedings, this is the part I have in mind:

Mr. McCANN. In other words, you had instructions from Mr. Freston to call the carpenters to work on "hot" sets, and the painters to work on "hot" sets and to pay them off if they did not work on them?

Mr. SAX. That is right.

Again I say it is my information that the IA, and in one instance the teamsters refused to perform work because the machinists had been working on them and we are not in the A. F. of L.

Mr. KEARNS. Is that what the wording is?

Mr. BROWN. I am now drawing a parallel.

Mr. KEARNS. You are not reading now?

Mr. BROWN. Oh, no.

Mr. KEARNS. You want to say "end of quote," so the reporter will get it.

Mr. BROWN. I am sorry.

My position is that when management discharges members of one union because they refuse to work on the "hot" sets, so to speak, and then another union is guilty of the same offense or an offense similar to it and refuses to work because someone is performing an operation and they are not in the A. F. of L., that that is showing discrimination or conspiracy there.

Mr. OWENS. Mr. Brown, do you have any personal knowledge of anything like that that happened?

Mr. BROWN. It is my information—

Mr. KEARNS. Now you are going back to information. He is talking about personal knowledge. You said you got it from the record in Los Angeles, did you not, Mr. Brown?

Mr. BROWN. Let me see just what I did say here.

During his opening statement, the Honorable Carroll D. Kearns, chairman of the Hollywood Committee stated:

"Careful analysis of the testimony heretofore received indicates that the jurisdictional strife in September 1946, which has continued until the present time in the Hollywood studios, is probably the result of collusion between the producers and the IATSE."

I share the chairman's view. It is difficult to understand how anyone can read the proceedings of a previous hearing held in Los Angeles September 2, 1947, without sharing the chairman's view.

Mr. OWENS. You referred to September 2.

Mr. BROWN. Yes.

Mr. OWENS. You notice the chairman said "probably."

Mr. BROWN. He said what?

Mr. OWENS. He used the word "probably" in there. He is referring to what might be found. Not that I share his view, but nevertheless he used the word "probably" but you several times directly charged conspiracy.

Mr. BROWN. I said it is difficult to understand.

Mr. OWENS. But in the course of your straight remarks, when you were talking in between on the record, you did say conspiracy also. I want to know whether or not it is based upon anything other than September 2 and what you have said there in the testimony you have given to us because you have given us nothing to show it so far.

Mr. BROWN. Yes, the contents of this telegram and the refusal of management, because of the insistence of the IA, to make corrections where they were violating a past practice.

Mr. OWENS. What do you mean, violating a past practice?

Mr. BROWN. The past practice was that those cameras in Hollywood, those machines were to be removed and replaced by members of the machinists union.

Mr. OWENS. But you said before we put Mr. Walsh on the stand that you did not have any knowledge of who was doing that work between March and October of 1945, and you did not have any knowledge, any direct knowledge, as to what they had a contract on. It was all information and belief.

Mr. BROWN. I am referring to what happened after the A. F. of L. issued the directive for the men to return to work, and then the arbitration committee made that award.

Mr. OWENS. But then the management followed that directive, didn't they?

Mr. BROWN. No. The directive does not give them the authority to make the change, even pursuant to the language of the directive, excepting where a machine is operated for exhibition purposes. The award does not mention machines used in making motion pictures, where they shoot the pictures.

Mr. OWENS. I am not going to argue that part with you at all. Insofar as it is concerned, the producers maintain they were following the directive. If they were not following the directive, the only one who was going in there to do work for you were members of the A. F. of L. union; isn't that true?

Mr. BROWN. Yes. The members of the A. F. of L. union were doing our work.

Mr. OWENS. Then your argument really is with the A. F. of L. and not the employers?

Mr. BROWN. When I say A. F. of L. I mean an A. F. of L. affiliate, the IA.

Mr. OWENS. That is the A. F. of L., isn't it?

Mr. BROWN. No, no, no. An affiliate of the A. F. of L. is in the same position a State is in relation to the Federal Government. You have State rights. The national and international union has certain autonomous rights that even the A. F. of L. cannot interfere with.

Mr. OWENS. But you brought your complaints right to the top, didn't you?

Mr. BROWN. We took it to management. Management refused to conform with past practices, but the collusion I charged—the IA tried to justify their position by applying the language dealing with exhibition purposes to jobs that had no relation to an exhibition.

Mr. OWENS. Mr. Brown, what I am saying is that that could not happen if the A. F. of L. unions did not go ahead and do that work, could it?

Mr. BROWN. That is what we charge; they did it; yes. We were protesting. It was work we always did.

Mr. OWENS. And you protested in that very fine article you have written there in that magazine, you made the protest completely against that union, did you not?

Mr. BROWN. No; that article in the magazine has nothing to do with this case.

Mr. OWENS. But you were talking about their infringement upon your jurisdiction completely?

Mr. BROWN. But not infringement caused by the IA. Nothing is said about the producers in that article.

Mr. OWENS. But in that article it was a charge against the A. F. of L.'s general management, was it not?

Mr. BROWN. Any criticism I directed at the A. F. of L. executive council because of our over-all problems has nothing to do with the dispute in Hollywood where the producers ignored the directive and acquiesced in the wishes of the IA, which also ignored the directive.

Mr. OWENS. Except that it is just one little branch of the over-all problem and this fact, Mr. Brown, when they say to you, you have merely joined the actions of the CSU in two instances, both in the spring of 1945, during wartime, and the spring of 1946. You seem to be throwing the blame on the producers here in conjunction with this CSU when you were in the meantime carrying on an argument with the A. F. of L. who had wronged you—we will use that word, maybe rightly or wrongly, I don't know, because you made a pretty good charge against them in that article there—and you are now taking it out on the producers in this case. Isn't that the substance of it?

Mr. BROWN. Mr. Owens, what you are trying to portray by referring to what I said in that article is 1,000 miles removed from the dispute in Hollywood following the directive.

Mr. OWENS. Yes; but it is just one little sample. Hollywood is a little sample of what was happening to you all over the United States.

Mr. BROWN. If you mean to say that the machinists have been getting a raw deal all along the line, yes; I agree with you.

Mr. OWENS. Well, that is plain language. That is all.

Mr. KEARNS. Mr. Brown. I want to thank you for appearing here. You came of your own free will. We appreciate the contribution you have made in the record.

At this time before we call your assistants, counsel has a request to make.

Mr. McCANN. Mr. Chairman, during that little recess I spoke to Mr. Clark. I do not know whether he has transmitted the request to Mr. Zorn or to Mr. Bryson, but I would like to request that Mr. Bryson furnish to us by not later than Monday morning a copy of the minutes of the Producers Labor Committee from the 15th of February 1945 to the end of March 1945. I would like for the Chair to second that request.

Mr. KEARNS. Do you understand that, Mr. Bryson?

Mr. ZORN. May I answer that?

Mr. KEARNS. Yes.

Mr. ZORN. If there are any, and if they are available, and if we can get them here on time, we will be very happy to get them.

Mr. KEARNS. Thank you, Mr. Zorn and Mr. Bryson.

Mr. McCANN. Now, Mr. Chairman, at the conclusion of this testimony, at the request of Mr. Levy, I want to ask that the Chair permit

the minutes of the Cincinnati meeting and of the Chicago meeting of the executive council of the American Federation of Labor to be inserted in the record. That is at your request, Mr. Levy.

Mr. LEVY. I understood the request was made of you by Mr. Zorn, but I have no objection whatsoever to having that in the record.

Mr. McCANN. Well, at the request of both of you, it will be received in the record, if there is no objection.

Mr. KEARNS. The record will show it is requested jointly, is that all right?

Mr. LEVY. No; I do not join in the request. I say I have no objection to the introduction in evidence of any of the records involved in the Hollywood dispute from any source whatsoever.

Mr. KEARNS. We will show it then as a request from Mr. Zorn and Mr. Levy has no objection. That is right. So ordered.

Mr. LEVY. It will be copied into the record at this point?

Mr. McCANN. It will be copied in the record.

Mr. LEVY. That is, the Cincinnati and the Chicago meetings, you say?

Mr. McCANN. The Cincinnati meeting and the Chicago meeting of the executive council of the American Federation of Labor.

Mr. BROWN. Mr. Chairman, I want to thank you for the opportunity you gave me to testify. I tried to be helpful. I hope my contribution will be helpful to you and your associates.

(Excerpts from minutes of the Cincinnati meeting are as follows:)

WEDNESDAY, OCTOBER 24, 1945.

Meeting called to order at 10:15 a. m., President Green in the chair.

Present: Green, Hutcheson, Woll, Weber, Bugniazet, Harrison, Tobin, Bates, Knight, Birthright, Doherty, Dubinsky, Meany.

Absent: Mahon, Brown.

President Green stated that we have with us this morning our friend and associate, Mr. Eric Johnston, representing the Motion Picture Producers and Distributors of America, and Mr. Donald Nelson in a similar capacity, representing the Society of Independent Producers; and representatives of our organizations whose members are involved in the controversy at Hollywood. President Green stated the council set aside this morning for the purpose of giving consideration to this outstanding national difficulty in response to a request made upon us by Mr. Johnston. President Green invited Mr. Johnston to make a statement just as he wished and to tell his story just as he would like to tell it.

Mr. Johnston expressed his appreciation to the executive council for extending to him and to Mr. Nelson the courtesy of presenting their viewpoint on this very serious problem. He mentioned the fact that he once held a union card in the A. F. of L. Longshoremen's Union while working his way through college.

Mr. Johnston stated that he has authority from Hollywood to bring to the council the situation which exists out there.

Mr. Johnston stated the greatest means of communication today in his opinion is the motion picture. He contended it is the only audible and visual means. He stated that 300,000,000 people every week pay to see a motion picture, 80,000,000 of these in the United States, and Mr. Johnston stated his travels around the world have indicated to him in many lands they only know the United States by what they see in the American motion picture.

Mr. Johnston stated there are two powerful nations in the world—Russia and the United States—and all the other countries of the world that he has visited are looking to these two countries for its purposes within for leadership. Mr. Johnston expressed the opinion that Russia is going to expand because she is surrounded by a vacuum and she will expand by one means or another whether it be by annexation, trade agreements, or spheres of influence, but the fact remains that Russia will expand. He stated there is only one thing to stop Russia from expanding and that is force, not necessarily physical force, but the force of an ideal, because the force of an ideal is always important and in the final analysis it is the force of an ideal that prevails. Mr. Johnston stated that he

believes America has that ideal in democratic capitalism. He stated that he believes we are going to be competitors with Russia and we are going to have to learn to get along with Russia and Russia is going to have to learn to get along with us.

Mr. Johnston stated in principle the American motion picture with its huge audience around the world can be a pertinent factor in explaining American lives.

Mr. Johnston stated this is the principal reason he went into the industry. He stated he soon realized that the heart of this great industry is in Hollywood, and that you cannot have a healthy body if you have a sick heart; the limbs of the body won't function—and certainly the heart of this industry in Hollywood is not functioning properly today.

Mr. Johnston explained that his job in Hollywood is an over-all planning job for the industry, but how could he do an over-all job for the industry if the heart of the industry is not functioning. Mr. Johnston stated that a little more than a week ago he went out to Hollywood and voluntarily got into this problem. He stated he asked the producers to give him complete authority to try to settle this strike and try to settle it by better management relations in the future. Mr. Johnston stated they gave him that authority.

Mr. Johnston stated he talked to both sides in the controversy; that he first tried to learn the heart of the controversy, and it is extremely complicated.

Mr. Johnston stated it seems to him the important thing is to find out how we are going to settle it because sooner or later if this industry is going to survive these contestants must stand up and work together for a recognized objective.

Mr. Johnston stated he has taken, and intends to take, no steps in the controversy to try to compromise the differences involved, purely of getting the men back to work at the earliest possible opportunity and see that they have a united industry with a common objective.

Mr. Johnston stated after discussing the problem with Mr. Walsh, who very kindly at Mr. Johnston's invitation, flew out to be with them in Hollywood and discussed the problem with the producers.

Mr. Johnston stated he suggested that the men return to work immediately as of the same conditions as of March 12, 1945, when the strike occurred: then that the jurisdictional differences be settled under machinery suggested by President Green, carried through the presidents of the organizations involved, and if they could not agree in a reasonable length of time that an impartial arbitrator or representative be set up, whose judgment would be unquestioned, and they would report within a specified time: that displaced workers be taken care of by the industry by adequate severance pay to be negotiated between management and the unions involved; and third, that permanent jurisdictional machinery be set up to avoid any future controversies, along the line that Mr. Dubinsky in his industry (ladies' garment workers) has so capably done for so many years.

Mr. Johnston stated this program was not acceptable to Mr. Walsh. He stated he suggested another program, namely:

That all workers return immediately; each group to work with the other group in the studios. Mr. Johnston stated this plan was not accepted by Mr. Walsh's opposition under the theory that chaos would result and you would merely transfer the strike from the streets into the studios and would not settle it.

Mr. Johnston stated he then proposed another compromise, namely:

That the strike be called off for a period of 2 weeks, during which time these jurisdictional matters would be settled and determined: At the end of the 2 weeks' period if the jurisdictional matters were not settled and determined that the strikers return to work under the same status that existed on March 12, 1945. Mr. Johnston stated this program was not acceptable to Mr. Walsh although it was accepted by the opposition.

Mr. Johnston stated, in other words, they got no place out there to speak of.

Mr. Johnston expressed the belief that he does not think there is any animosity involved by either side; that both sides cooperated with him in attempting to find a solution, but because of the bitterness, the hatred, the convictions of both sides would not settle the matter, it simply meant that neither side would agree to any compromise.

Mr. Johnston stated he then appealed to President Green to come in and lay the matter before the council.

Mr. Johnston stated he has always believed in self-regulation and that we cannot accomplish results by legislation. He stated he has always felt that self-regulation is the essence of democracy whereas compulsion in any form eventually

leads to regimentation. Mr. Johnston stated he therefore hopes that these great labor unions can settle these difficulties between themselves.

Mr. Johnston stated this strike has been going on now for almost 33 weeks and seemingly the bitterness and hatred have increased rather than diminished. He stated it makes many people stop and think what is going to happen, is legislation eventually essential? Mr. Johnston expressed the hope that it is not. He expressed the hope that the gentlemen at this conference can solve this very difficult and very important problem.

Mr. Johnston made a statement regarding the outbursts of violence that have occurred at the studios where the pickets are being maintained. He stated the city of Los Angeles he found turned into two camps, one supporting one group, another supporting another group. Mr. Johnston stated he believes that is natural because the motion-picture industry is really a people's industry; it is closer to the heart of the people than any other single industry, ranking the fifth industry in the United States.

Mr. Johnston stated that he trusts that the council will take under consideration the great interest of the American people in this controversy, and he trusts that we will take into consideration the violence that has taken place; the hatreds and innumerable convictions that have been developed and will continue as long as this strike lasts. He stated he is of the opinion that it will get worse rather than get better.

Mr. Johnston declared that the problem is completely and squarely in the hands of the council and he expressed the hope that it be settled promptly.

Mr. Donald Nelson made a statement in support of Mr. Johnston's views. He stated he represents the Independent Motion Picture Producers. He stated that they have not been in a sense a party to the dispute. He explained that labor relations in Hollywood heretofore have always been carried on by the major studios and the independents went along, and in this particular dispute they try to work closely to both sides. He stated they have had a great deal of cooperation from both sides but it has cost a lot of money. He contended that today many members of the independent producers cannot start a picture because of the uncertainty of getting the picture through and getting the picture done. He stated they have many members who have pictures they want to start, that they will not start because of this dispute that is going on.

Mr. Nelson contended that the motion-picture industry has the worst labor relations of any industry in the United States, not because of wages, not because of working conditions—there are no disputes like that in this strike, but it is purely a question of jurisdiction, which in the final analysis it is a question of who shall control these workers.

Mr. Nelson expressed the opinion that everybody in this dispute has made grievous mistakes, the studios have made grievous mistakes, and it can only be settled by looking to the future. He expressed the hope for better labor relations in this industry and he stated that he knows he and Mr. Johnston can work together in trying to bring about the best labor relations in the United States in this industry.

Mr. Nelson strongly urged that a settlement of the strike be brought about in the interest of the employees out in Hollywood, not alone those who are on strike but those who are in the studios, because there are many loyal employees of the A. F. of L. who have been with the A. F. of L. for 30 years now on strike for 33 weeks.

Mr. Johnston stated that at his request Mr. Frank Fenton was sent out to Hollywood; that he took a completely neutral point of view in trying to arrive at a settlement, and he was very helpful.

Mr. Fenton stated that he was sent out to Hollywood by President Green purely to act in the capacity as a mediator. He stated while out there he did try to bring the parties together and try to work out different proposals in an attempt to bring about a settlement. Mr. Fenton stated that the strike has lost its identity as an A. F. of L. strike. He contended that the picket line has leaders of the CIO and they have representatives of the CIO longshoremen, representatives of the CIO automobile workers who were led by United States marines, who are picketing, but they have been taken off because they have not authority to wear the uniform as they were discharged men.

Mr. Fenton stated that a solution must be found, and he really did not think from his personal observation that it is a question of jurisdiction as much as it is a question of power—who is going to control out there, and it has not any identity now as an A. F. of L. strike.

Mr. Nelson observed that the A. F. of L. gets the credit for the strike, however. At Vice President Tobin's request, Mr. Johnston repeated the proposals he had made in an effort to bring about a settlement, as stated in his opening remarks.

At the conclusion of his remarks, Mr. Johnston added that frankly he thought if one or two or three of the presidents here, not connected with the strike, could go out there they could settle it very quickly. He contended the differences are not so great; that this is a fluid industry where a man works on this for a while and then on that.

Vice President Hutcheson asked President Green if Mr. Johnston is familiar with the arrangements which were made by President Green at the recent conference held in Washington with the organizations involved and the IATSE.

Mr. Johnston replied that he is familiar with them and he had hoped that procedure might be followed through, but he contended the arrangement is not working very well. Mr. Johnston expressed the opinion that no progress of importance will be made under that set-up and the reason is that the bitterness out there is so great, and the committees have taken so adamant a position that there is no possibility of agreeing on the major problems involved.

He stated he believes that Mr. Walsh has started a conference with his group and the electrical workers' group.

Mr. Walsh contended that the striking group did not regard the arrangement made at the Washington conference as a settlement of the strike because they are determined to close the studios as they publicly announced and privately announced the determination that they are going on with their program.

President Green stated it is difficult to understand why a settlement of the difficulties could not be reached if the committees appointed by the organizations were to arrive at a settlement of their jurisdictional problems.

Vice president Hutcheson asked President Green is it not a fact that some of the organizations that were present at the conference and agreed to his proposal there had to communicate with him to ask why the IATSE had not appointed their committee.

President Green replied that is true and he called Brother Walsh immediately over the telephone and Brother Walsh explained he had been meeting with his executive council for a week or 10 days and that he had now instructed his representative in Hollywood, Mr. Roy Brewer, to appoint the committees for the purpose of meeting with the representatives of the other organizations involved. President Green stated he knew that some time had elapsed between the time when the agreement was worked out and he called Mr. Walsh over the phone.

President Green stated that he wanted to report that they had a 3-day conference in Washington; the representatives of all the organizations involved in the Hollywood controversy participated in that conference patiently for three long days and every phase of it was discussed so far as he could comprehend and understand. President Green stated that all the details were brought out and various methods were tried and various suggestions offered as a solution of the problem.

President Green stated it was proposed there that the strikers resume work along the lines that Mr. Johnston suggested today, except there was no provision for severance pay, but that these people should return to work and take up the question after work had been resumed.

President Green stated after exploring the situation in every way it became apparent to him that there was only one form of understanding that could be arrived at and that was that an effort must be made to settle these jurisdictional problems quickly and then after they were settled to tell our men where they are to work; that all would be accorded the opportunity to work, because President Walsh had agreed to that that all who came back to work in accordance with the decision reached between the committees. President Green then read the agreement reached at the Washington conference, as follows:

WASHINGTON, D. C. *September 21, 1945.*

MEMORANDUM

It is agreed by the representatives of organizations involved in the work stoppage in the motion-picture industry at Hollywood that the parties involved shall proceed to take up the settlement of jurisdictional differences with the understanding that when said jurisdictional differences are adjusted the membership of each international union will be accorded the right to work at jobs

defined in the jurisdictions finally agreed upon and that those who participated in the Hollywood strike since March 11 shall be accorded the right to resume work.

A committee of five members of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada and five members of each international union involved in the Hollywood strike will be appointed at the earliest possible date for the purpose of meeting and settling their own particular jurisdictional problem and shall report to the president of their respective organizations within a period of 5 days from the date of the first meeting. If no agreement is reached at the end of 5 days the particular question or questions remaining unsettled will be referred to the officers of the international unions directly concerned. The officers of said international unions will then meet for the purpose of adjusting the differences referred to them as quickly as possible.

Richard F. Walsh, president, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada; M. A. Hutcheson, first vice president, United Brotherhood of Carpenters and Joiners of America; H. W. Brown, international president, International Association of Machinists; Martin P. Durkin (per Wm. C. O'Neil), president, United Association of Plumbers and Steam Fitters of the United States and Canada; L. P. Lindelof, president, Brotherhood of Painters, Decorators, and Paperhangers of America; Ed. J. Brown, president, International Brotherhood of Electrical Workers; Wm. H. Cooper (signature authorized), secretary-treasurer, Building Service Employees' International Union; Wm. Green, president, American Federation of Labor.

President Green stated that now if the representatives of these unions would meet promptly and enter into a settlement of their differences in the right spirit this strike could be ended in 5 days, but it is not any use for them to meet if they stand as an immovable object against an irresistible force. President Green stated there must be a give and take here and there in order to arrive at a settlement.

After some discussion Vice President Hutcheson stated it is quite apparent why the situation is as it is when the IATSE as stated by the representatives of the producers have entered into an agreement to furnish everything the producers want. Vice President Hutcheson stated that the first step should be for the producers to say to each trade, we want to hire your men. He contended they have not said that, but that the men were discharged and were no longer in the service.

During the discussion that ensued, President Walsh stated that the IATSE never contracted to take jobs of anyone.

President Green stated that we want to get down to the right basis and try honestly to find a solution to this problem. He stated it is of national interest and our movement as a whole is involved. President Green asked President Walsh if his committees are meeting with these other committees involved.

President Walsh replied that they are meeting now and his instructions to them are to get this finished as quickly as possible and to arrive at an adjustment.

President Walsh stated that the IATSE is entitled to the support of this A. F. of L. and all unions affiliated with this A. F. of L. because if they do not get that support in Hollywood it is going to be difficult. He contended when the CIO can participate in a picket line it is a fine state of affairs.

President Walsh contended that this is just a move to get the IATSE out of the studios, because the manpower situation is so short that if the IATSE tried to replace these men it would be impossible to do it.

President Walsh stated he has 12,000 members in the Hollywood studios. He asked if 2,000 or 3,000 members are going to be allowed to control the studio because they are an organized minority? He spoke of threats made by Herbert Sorrell of the painters who, Mr. Walsh stated, said if they go back in the studios his painters would wrap a paint pot on their heads. Mr. Walsh contended that representatives of the CIO attempted to make a deal. He stated that his international is asking the support and help of the council and that he would like to have it.

President Green stated to President Walsh that he has made the best argument one could make in support of the plan to sit down with these men and settle the problem quickly, and then unite against the CIO. President Green, in his urgent

appeal to President Walsh, stated—if they settle with the carpenters and the other organizations, then they can all unite against the CIO, and the CIO is done.

President Green stated that President Walsh should agree to get around the table with the other representatives and settle these jurisdictional disputes and tell these men to go back to work.

President Walsh stated he is willing to carry out the agreement that he signed.

President Green stated to President Walsh that he is under obligations to try to make it good and effective.

President Walsh replied that he is doing that and will continue to do it.

President Martin Durkin of the plumbers made a brief statement and said the plumbers appointed their committee and informed Mr. Walsh and also President Green and also called Mr. Brewer, but up to this time they have not been able to meet with the committee from the IATSE to iron out their differences. President Durkin stated the plumbers are anxious to have their people sit down and probably clear up this situation if and when Mr. Walsh's organization's committee is ready to meet.

Secretary-Treasurer Meany made some observations in the case. Referring to the agreement he stated that the agreement is all right except one thing, that if they could find some way to put into the agreement that pending these negotiations there would be a return to work. He contended that there is an element in there that has not the interest of the motion-picture industry nor the A. F. of L. nor any international of the A. F. of L. and they are determined to keep this pot boiling because that is where they "make hay" in this sort of situation. He expressed the opinion that he does not think this plan is going to settle it. Secretary Meany stated he believes if the international union heads present here could sit down and work out a formula, put it into effect by returning the men to work and then take up those questions of jurisdiction, it would help to settle the trouble.

He stated the international representatives involved should sit down and work out a formula for settling it.

President Walsh stated he made proposition to Eric Johnston, knowing that he would have trouble with his people. He stated however, the IATSE has enough control over their local unions out there that they will do what they are asked to do.

President Walsh stated he made the proposition to bring everybody into the studios; the carpenters, the painters, the electrical workers, come in and in 60 days they take steps to straighten out this jurisdiction whatever it was, and if they did not straighten it out in 60 days they agree to submit it to arbitration. President Walsh stated he has agreed to do that; that is, bringing both forces in. He stated that Eric Johnston expressed the opinion that this would cost the producers \$10,000,000, and President Walsh stated that he told Mr. Johnston that this is cheap because of what can come out of this fight.

Mr. Johnston stated the proposition made by Mr. Walsh would mean the replacement of 3,258 men. The average pay of these men is a little over \$100 a week. He explained that the motion-picture industry pays a higher scale than others and it would mean approximately \$325,000 to \$350,000 a week. Mr. Johnston stated he knows it would not be settled in 60 days, and therefore he gave another 30 days for arbitration which makes a total of 90 days, and if you multiply the number of weeks involved \$325,000 to \$350,000 a week you arrive at approximately \$7,000,000.

Mr. Johnston stated the other group, Mr. Walsh's opponents, would not agree to that because they said there would be violence in the studios and they could not control their men. He stated the superintendents, the foremen, would be Mr. Walsh's men and the workers would be opposition men except in one or two instances where there would be superintendents of both sides and who would superintend Mr. Walsh's men or the opposition men—that is one of the problems they face.

Mr. Johnston stated the proposition he lastly made he believes is fair and the other side accepted it; namely, the strike would be called off immediately and there would be a period of 2 weeks to settle these disputes. He stated in his opinion it would be settled in the 2 weeks.

Mr. Johnston stated he believes if a committee of the presidents of one, two or three or more organizations, qualified representatives, would go out there the thing could be settled in a few days. In the meantime the strikers would agree to call off the strike and do nothing for a period of 2 weeks.

Mr. Lindelof of the painters stated that on the Saturday morning after the meeting adjourned in Washington he immediately telephoned his San Francisco

international representative to immediately proceed to Hollywood and select a committee from local union 1421, the local that was involved originally in the strike. He stated he appointed his international representative as chairman of the committee.

Mr. Lindelof stated his people were informed by Brother Brewer that he could not meet the committee, with which he was occupied, and so the painters sent a letter to Mr. Brewer advising him that they were ready to meet at any time if called upon.

Mr. Lindelof stated as to a settlement or contemplated settlement if they can forget more about the CIO and the Communist Party they can probably get some place but that seems to be the principal issue, not the A. F. of L. He stated that the same thing occurred during the strike in 1937.

Mr. Lindelof stated that President Walsh seems to be of the opinion that they would not be able to control their people out there if a settlement was made.

Mr. Lindelof stated he will make the statement now and definitely that when an agreement is reached among these international unions involved in the strike in Hollywood that Herbert Sorrell and the other men out there will go along with the agreement they have now.

Vice President Bates suggested that by having all the international vice presidents that are involved in the controversy, in the strike, and the nonstrikers, agree to return their men to work immediately, with the understanding that this executive council appoint a committee of three to settle the jurisdictional disputes that present themselves within 30 days; that this committee of three representing the council or the international presidents involved in the controversy establish a plan of arbitration with the representatives of the industry that would settle all jurisdictional disputes that would arise after that date for a period of 1 year.

Vice President Bates stated in this way everybody would go back to work, have all jurisdictional disputes settled over a period of 30 days, and let the presidents affected set up a plan of arbitration to settle these disputes.

Vice President Bates stated then you would have the settlement of this controversy out of the hands of the local group out there, settling it by the executive council with the approval of the international presidents involved.

Vice President Hutcheson stated he thought Vice President Bates' suggestion is all right up to the point of establishing a permanent jurisdictional board. He stated if the committee from this council determines what the jurisdiction should be and all agreed to comply with it he did not see any need for a jurisdictional board after that.

Vice President Hutcheson stated he did not know whether the employers would want to go back to the old system that they had since 1926 of basic agreement or not, but if they did he thought that would be a matter for the trades to consider.

He stated he is in favor of the suggestion made by Vice President Bates.

Representative Stuhr stated he was representing President Maloney of the International Union of Operating Engineers and they requested that their members working out there be represented by their organization there when this contract is set up.

The hearing was concluded.

Vice President Hutcheson spoke in favor of the suggestion offered by Vice President Bates, but specified that he would not favor the latter part of the suggestion. He stated that an agreement could be made to accept the findings of the committee of three disinterested members of the council who would serve.

The question of having the men return to work as of the date of March 12 was dismissed by the council.

Secretary-Treasurer Meany stated that would mean that every man who was on a job would go back to his job he had on March 12. He stated this involves the question of the so-called strikebreaker or "replacement man." Secretary-Treasurer Meany stated he understands the industry would be willing to bear the cost of putting them back but for how long and how would we dispose of them?

Vice President Hutcheson stated that President Walsh has proposed that all men be returned to work as of March 12 for a period of 60 days and that he is willing to do that for 60 days.

There was considerable discussion in regard to this problem.

Vice President Harrison offered the following suggestion: That we have concluded that the strike be terminated forthwith; all men return to work as of March 12—that is, under the conditions existing as of March 12—and that a board of arbitration consisting of three representatives be designated by the president, or this council, to decide the disputed points of jurisdiction if the parties were unable to settle within 30 days from the date, and all parties agree to abide by the decision.

The council discussed the proposal and the proposal of Vice President Bates. It was decided that Secretary-Treasurer Meany go out and acquaint President Walsh with the discussion and see if he would agree to accept such a decision.

Secretary-Treasurer Meany complied and returned after his conference with Mr. Walsh.

Secretary-Treasurer Meany reported that President Walsh said it was agreed in Washington that the men return to work and that was all. He stated that President Walsh is objecting to the inclusion of "as of March 12."

Secretary-Treasurer Meany stated that President Walsh says he will agree that the men return to work immediately by order of the executive council and that the international unions be given 30 days to work it out with their committees or through the international. Secretary-Treasurer Meany stated President Walsh says he wants to keep his international in the picture.

Vice President Hutcheson contended it would not be fair to ask the members to return to work at any jobs the employers want to put them on, and to return them as of March 12 would mean that these men would go back to work under the supervision of those men who were supervising them at that time.

Secretary-Treasurer Meany again went out to confer with President Walsh.

Upon his return he reported that President Walsh claims the council, by making this stipulation, is going to complicate things and cause trouble.

Secretary-Treasurer Meany stated that Eric Johnston suggests they all go back to work—i. e. all carpenters, electrical workers, and everybody else that went out, the 3,250 men—and they be put back on the same jobs, doing the same work, working under the same foremen, and also keeping Mr. Walsh's men working on their same jobs that they have now.

Vice President Hutcheson stated that he would not agree to that, but that the men should go back to the jobs they had as of March 12.

Vice President Bates and Vice President Harrison went out to confer with Mr. Walsh.

When they returned Vice President Bates reported that he consulted with Mr. Johnston and so did Vice President Harrison, and asked if Mr. Johnston would agree to put the men back to work under the same conditions and on the same jobs they had when they went out, and he said he would.

After discussion, President Green stated that if it is proposed that the council direct that the strike be terminated and the men return to work that Mr. Johnston has agreed that he will put them back as they were on March 12.

Vice President Hutcheson stated that he would have to make that public.

It was suggested that President Lindelof be requested to come in and be advised of what is under consideration.

At President Green's request, Vice President Hutcheson made a statement of the matter to President Lindelof. He stated that what the council was discussing is the proposal made by Vice President Bates that the strike be called off and everybody return to work as of their status of March 12; that a committee of the council be appointed to determine the jurisdiction of the various organizations. He stated the discussion had taken place on the basis of not saying anything about the status of the men as of March 12, and the question now comes up—that if it would be agreed to do that—whether the painters or the electrical workers and the other organizations will be able to get their men out in Hollywood to go back under these conditions. Vice President Hutcheson stated there is no question in his mind that if he tells his members that the understanding is that they are to go back to the jobs that they had on or prior to March 12 under the same conditions that they will go back.

President Lindelof stated that his men will go back, absolutely.

President Durkin of the plumbers was requested to return to the council room and he was advised of the suggestion made by Vice President Bates and the discussion of the council thereon. President Durkin stated that the plumbers will accept it and their men will go back to work.

President Green then conferred with President Walsh of the IATSE.

Upon returning to the council room President Green reported that he advised President Walsh of the suggestion made by Vice President Bates and the views of the council members, and President Walsh has said that while he cannot agree to it if it is the council's directive he will carry it out.

Vice President Hutcheson stated it seems to him that if we have reached a point where all there is between the groups is an understanding that the procedure is a matter of 30 days for the internationals to reach an understanding before it goes to the committee from this council, speaking for himself he would

not argue over the 30 days. He stated his idea of further procedure would be to grant the 30 days and then the council could stipulate that the committee from the council could take the matter up and be ready to report within the next 30 days; in other words, the whole matter would be settled within 60 days.

All of the representatives were readmitted to the council room.

President Green stated that the executive council has weighed carefully and most conscientiously and deliberately all of the facts and information that are available, and that have been submitted to it for its consideration, and the council has arrived at the following conclusion:

1. That a directive be issued by the council that the strike be terminated at Hollywood and work be resumed immediately.

2. That all employees return to their work immediately and to the positions they held as of March 12, 1945, or prior thereto.

3. That the committees representing the international unions whose members are involved in this strike will meet with President Walsh and his associates within a period of 30 days and endeavor to settle all disputes on jurisdictional problems.

If at the end of 30 days no understanding is reached, then the matter shall go to a committee of three selected by this council. They are to make an investigation and finding within 30 days, and everyone is to accept their finding as final and binding on all parties.

And that all parties agree here in the presence of the executive council to abide by a decision rendered by the committee of the executive council on jurisdictional disputes.

Vice President Bugnietz stated that the committee from the executive council should be composed of members who are not involved in the dispute.

President Walsh asked what will happen to the people who are in the studios now.

President Green stated that that will be a matter for the employers in Hollywood to handle.

President Green stated to President Walsh that he had said if the council issued this directive that he would carry it out. President Walsh replied that he had asked President Green to please try and get this "March 12" out.

Mr. Johnston stated that he thought what the argument is about is that if the men will be ordered back to the work to which they were assigned on March 12 that the employers will agree to return the men to their status on March 12 because that is their prerogative as employers.

President Walsh repeated his request that the directive not include the date, March 12, 1945. President Walsh stated that his unions have a definite contract with the studios out there and they can hold them to it for at least a year. He asked that the council say that the men go back to work and then let the employer and the unions work out the problem.

Mr. Johnston stated that it is his understanding that the producer will put the men back to work in their original positions as of or before March 12.

Vice President Hutcheson stated he will accept the statement of the representative of the producers but that is a part of the settlement, and he has to be in a position to tell his members that this is a part of the understanding, that these people be put back as of their status of March 12 or prior thereto.

President Walsh stated he does not want to give away the right to arbitrate in the replacement set-up either. He contended that he must have the right to arbitrate the question of the replacements he has in the studios.

Mr. Johnston stated that if he and President Walsh cannot agree on the question of these replacements he would be perfectly willing to submit it to an impartial arbitrator that President Walsh and he could agree upon here and his word and judgment would be final.

President Walsh replied that as far as replacements are concerned that would satisfy him.

Secretary-Treasurer Meany read the decision of the council in its official form, as follows:

1. The council directs that the Hollywood strike be terminated immediately.
2. That all employees return to work immediately.
3. That for a period of 30 days the international unions affected make every attempt to settle the jurisdictional questions involved in the dispute.
4. That after the expiration of 30 days a committee of three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional questions still involved.

5. That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada; the United Brotherhood of Carpenters and Joiners of America; International Association of Machinists; United Association of Plumbers and Steam Fitters of the United States and Canada; Brotherhood of Painters, Decorators, and Paperhangers of America; the International Brotherhood of Electrical Workers; and the Building Service Employees' International Union accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

At the conclusion of the reading of this decision of the executive council President Walsh stated that he is going to have to abide by the decision of the council.

The hearing was concluded.

President Green appointed the following to the committee: Vice Presidents Knight, Birthright, and Doherty.

Vice President Tobin offered a motion that the expenses of this committee be paid by the American Federation of Labor.

Carried.

(Excerpts from minutes of the Chicago meeting are as follows:)

AFTERNOON SESSION

THURSDAY, AUGUST 15, 1946.

Meeting called to order at 2:35 p. m., President Green in the chair.

Present: Green, Hutcheson, Woll, Weber, Harrison, Tobin, Bates, Knight, Birthright, Doherty, Dubinsky, Lewis, Meany. Absent: Bugniazet, Mahon.

* * * * *

The council resumed discussion of the carpenters' protest against the decision of the Hollywood Jurisdiction Committee.

Vice President Doherty requested that the amendment which he offered to the motion (see p. 76 of the executive council minutes, May 15-22, 1946) be considered in order, i. e., "that this action does not interfere with the decision handed down by the Hollywood Jurisdictional Committee."

Vice President Hutcheson contended that this amendment is passe because the Brotherhood of Carpenters has not accepted the directive. He stated the international has not accepted and does not intend to accept it for reasons that have previously been stated and are in the record.

The council discussed this question at some length.

Vice President Knight expressed the opinion that this amendment is in order. He called attention to the fact that the council went back to the record of the last meeting of the council when this question was under discussion and took from the minutes of that meeting the motion that was made, and that is the motion to be acted on here. He contended that the amendment was made at that time and there was no objection raised to it and no question of its propriety, legality, or constitutionality raised; and he stated if we are to take one from that meeting he did not see how we could avoid taking the other.

Vice President Knight stated that when the council met in Cincinnati last October all of this was gone over, everybody except Vice President Lewis was there. He stated this committee was handed a directive; it was all-inclusive; there were no conditions or qualifications to that directive. Vice President Knight stated that while he did not mean to be egotistical he did not believe there were any three men in America who could go out there in that nasty situation and render a directive that would be more universally accepted than the one the committee handed down last December 26. He pointed out further that the committee was handicapped by having only 30 days in which to do the job.

Vice President Knight stated the committee is not against the carpenters having their jurisdiction.

Vice President Hutcheson reiterated his contention made in previous discussions that he was not given an opportunity to appear before the committee.

Vice President Birthright stated that in his opinion if this motion is passed without the amendment, it voids the decision of the committee. He stated that the committee in rendering that decision out there did not interfere with the jurisdiction of any international union outside of these studios.

After some further discussion Vice President Hutcheson stated if the committee would give to the council a clarification of its intent as set forth in the discussion he would cover withdrawal of his motion.

Secretary-Treasurer Meany called attention to the fact that on March 14 Chairman Knight of the committee wrote to the business agent of the Electrical Workers clarifying the decision on the question of "running repairs."

Vice President Knight suggested that the matter be laid over and the committee will get together and see what they can do about it.

It was agreed that that course be followed.

* * * * *

The committee of the executive council presented its clarification of its Hollywood jurisdictional decision, as follows:

CHICAGO, ILL., August 16, 1946.

Pursuant to instructions handed down by the executive council at its session held on August 15, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America, as set forth in the committee's directive dated December 26, 1945, and reaffirmed its previous decision.

The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel V. Flanagan under date of August 9, 1946.

According to a brief embodied therein Studio Carpenters Local 946, U. B. of C. & J. of A., alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon. Therefore, your committee reiterates and emphasizes that the work division set forth in the directive shall be adhered to by all parties concerned. That division reads:

"6. United Brotherhood of Carpenters and Joiners of America: The committee rules that the division of work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada on February 5, 1925, and known as the '1946 agreement' be placed in full force and effect immediately.

"Division of work by the United Brotherhood of Carpenters and Joiners of America:

"Section 1: All trim and millwork on sets and stages.

"Section 2: All millwork and carpenter work in connection with studios.

"Section 3: All work in carpenter shops.

"Section 4: All permanent construction.

"Section 5: All construction work on exterior sets.

"Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

"Section 6: Miniature sets.

"Section 7: Property building.

"Section 8: Erection of sets on stages except as provided in section 1.

"Section 9: Wrecking all sets, exterior and interior.

"Section 10: Erecting platforms for lamp operators and cameramen on stages.

"This decision is applicable to the motion-picture industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the United Brotherhood of Carpenters and Joiners of America by the American Federation of Labor."

Under no circumstances did the decision intend to grant jurisdiction over trim and mill work on sets and stages to workmen other than members of the United Brotherhood of Carpenters and Joiners of America. The committee's intention is clearly set forth in section 1. Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions of section 8, which specifically excluded trim and mill work on said sets and stages.

Sections 2 to 5, inclusive, recognized the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all millwork and carpenter work in connection with studios, all work in carpenter shops, all permanent construction and all construction work on exterior sets.

In view of the alleged violations, the committee hereby directs that all participants in the Hollywood Motion Picture Studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

FELIX KNIGHT.
W. C. BIRTHRIGHT.
W. C. DOHERTY.

At the conclusion of the reading of this report Vice President Hutcheson stated that he appreciated the efforts of the committee, but he stated they make reference to the "1925 agreement." Vice President Hutcheson contended that the Brotherhood never recognized the "1925 agreement" and had to suspend the local union that entered into the agreement and the international would never consent to that agreement. He stated that may help to clarify the situation but according to Organizer Flanagan's report, and according to the information he (Vice President Hutcheson) received from the carpenters' representative, there seems to be confusion in the minds of not only the workers but the producers as to the interpretation of the decision. Vice President Hutcheson stated he is wondering if this has gone far enough to clarify that.

Vice President Hutcheson stated he was hopeful that the committee might come in with the statement that on investigation by the council they find that the directive is confusing reference to the interpretation and then just interpret what they really meant. Vice President Hutcheson stated the Brotherhood cannot accept that directive in reference to the 1925 agreement because it went so far as to withdraw the charter of the local there and reorganize it.

The council discussed this report.

Vice President Birthright stated that the committee's intention was not for the IATSE to erect or build the sets but that when the sets were delivered to the stage they set them there or did whatever was required to put them up.

Vice President Hutcheson stated it seemed to him that the council could say that the situation was called to the attention of the council; the president had an investigation made; it was shown in the report that there was confusion as to the interpretation of the intention of the committee. Vice President Hutcheson stated it would be helpful to the producers to have the committee then spell out what they intended in that directive.

President Green stated that as he understands it the erection of sets comes under the jurisdiction of the IATSE and the construction of the sets comes under the jurisdiction of the United Brotherhood of Carpenters.

Further discussion was postponed until the afternoon session as the hour of adjournment had arrived.

(Adjourned at 12:35 p. m. to meet this afternoon at 2 o'clock.)

Chairman Knight, of the Hollywood jurisdictional committee, stated the committee has a report to submit in lieu of what was submitted this morning; i. e.—

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The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel V. Flanagan under date of August 9, 1946. According to a brief embodied therein Studio Carpenters Local 946, U. B. of C. & J. of A., alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon.

Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in section 8 of the decision which specifically excluded trim and mill work on said sets and stages. The word erection is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognizes the jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners of America's jurisdiction.

Sections 2 to 5, inclusive, recognized the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all mill work and carpenter work in connection with studios, all work in carpenter shops, all permanent construction, and all construction work in exterior sets.

In view of the alleged violations, the committee hereby directs that all participating in the Hollywood Motion Picture Studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

FELIX KNIGHT.
W. C. BIRTHRIGHT.
W. C. DOHERTY.

Vice President Hutcheson stated the wording of the committee's memorandum can be interpreted in such a way as to cause confusion. He stated in building trades language the word "erection" is used in connection with the building of a building. He stated the committee as he sees it has tried to clarify that and say the carpenters have all mill and trim work. He stated the trim on an ordinary building is made in a mill. He stated the carpenters contend that the IATSE members of the mechanics union are doing carpenter work as he read in the telegram from the carpenters' representative in Hollywood this morning. Vice President Hutcheson stated the carpenters produce what is referred to as a "set" which is used in a picture, then removed and stored for future use, and if it can be used again in the same way the carpenters are making no claims for that, but from the telegram read this morning from the carpenters' business representative in the IATSE claims the committee decision gave them the erection of sets on the stage.

President Green stated he understands that Chairman Knight has said that the committee intend to say the carpenters build the sets and deliver them to the stage, and then the members of the IATSE set them up.

Vice President Hutcheson stated that he has said over and over again the carpenters claim this work when the sets are built on the stage. He contended that the word "erection" is going to cause confusion.

Vice President Hutcheson contended the committee used the word "erection" as to mean the assembling of sets on stages and locations. He stated if they can add two words to that it would clarify it by adding "already built." He stated then that would be a clarification.

Vice President Doherty stated he would vote "no" to this addition.

Vice President Birthright stated he thought the committee covered it in the best way they could.

Vice President Knight contended that is what the committee has said.

Vice President Hutcheson denied that the committee had done so.

Vice President Hutcheson referred next to the last two paragraphs of the clarification report and asked the committee if it is the committee's interpretation or finding as giving to the carpenters all carpenter work.

Vice President Knight stated the committee says so there.

Vice President Hutcheson stated if that means all carpenter work, that is O. K.

It was regularly moved by Vice President Lewis that the interpretation be placed in the records of the council, and the council thank the committee and President Hutcheson for the abatement of this controversy.

Carried.

Vice President Hutcheson expressed the opinion that the producers should get a copy of this interpretation.

Vice President Lewis pointed out that it becomes the official record.

Vice President Knight stated that Vice President Hutcheson brought this in here and now it is a matter of record of the council, and he stated he thought the Secretary of the Federation should send sufficient copies out to Hollywood to everybody concerned.

The chair ruled that the motion offered by Vice President Lewis will be recorded in the minutes as a substitute for the motions that were pending.

Mr. KEARNS. Mr. Brown, at this time you may send your other associates to the stand as you wish to have them appear.

Will you identify the witness, Mr. McCann?

TESTIMONY OF D. T. WAYNE, BUSINESS REPRESENTATIVE, CINEMA LODGE NO. 1185, INTERNATIONAL ASSOCIATION OF MACHINISTS— Recalled

Mr. McCANN. Will you please state your name, your address, and your telephone number?

Mr. WAYNE. D. T. Wayne, 9122 Crenshaw Boulevard, Inglewood, Calif.

Mr. McCANN. Give the official position which you occupy in a union.

Mr. WAYNE. Business representative, Cinema Lodge 1185, International Association of Machinists.

Mr. McCANN. Where is that lodge located?

Mr. WAYNE. 1627 Caluenga Boulevard, Hollywood, Calif.

Mr. McCANN. Is that the local union of the International Association of Machinists, which is a member organization of the Conference of Studio Unions?

Mr. WAYNE. It is.

Mr. McCANN. How long has it been a member of that conference?

Mr. WAYNE. Since the formation of the conference early in 1941, I believe.

Mr. McCANN. Is that the conference of which Mr. Herb Sorrell is the president?

Mr. WAYNE. It is, and of which I am vice president.

Mr. McCANN. When did you become vice president?

Mr. WAYNE. At the inception, one of the earliest meetings.

Mr. McCANN. And have continued to the present time?

Mr. WAYNE. That is right.

Mr. McCANN. Now, Mr. Wayne, I am going to ask you to make a statement telling the experiences of your union and any factual data which you need to give with respect to the Hollywood situation as it involves the IAM. I only have one question that I want to ask you before you start on that statement.

Did the directive of the Three-Man Committee take away from the machinists any of the functions which they had prior to the strike of 1945 and which were not in dispute between the IATSE and the IAM local at the time of the inception of that strike?

Mr. WAYNE. It did. It took away all service work on motion-picture-projection equipment, which we had always done up until that time.

Mr. McCANN. Now, you may proceed with your statement in your own way, Mr. Wayne.

Mr. WAYNE. Is this intended to be a full story, or just as it applies to the controversial situation out there at this time?

Mr. KEARNS. I think you better confine it to the controversy out there. You may elaborate on it as you wish; that is your privilege.

Mr. WAYNE. From the strike situation in 1937, at which time local 1185 received its first contract with the producers, there was a situation in the so-called prop shop at M-G-M, in which machinists were in controversy with the IATSE concerning jurisdiction of that shop.

At that time the IATSE issued cards to machinists to work in that particular shop. From that time until the present, that shop has been the worst situation the machinists have been confronted with in the motion-picture industry, aside from the developments pursuant to the three-man committee decision.

It has been constantly in controversy, and there has never been a time we have been able to get the producers to follow out the terms of the original contract with the machinists which gave the machinists jurisdiction over all machinists' work in the motion-picture industry.

In 1944 it became necessary to inform the producers at M-G-M that unless all machinists in that machine shop carry an 1185 card we would have to resort to direct action.

A date was set, as which time I told a producer that for all those machinists working in there who did not have an 1185 card I would furnish them enough men to fill that shop with 1185 men.

A truce was called in Pat Casey's office late in October. It was agreed that we would take the controversy to the two international presidents of the unions involved, which was Harvey W. Brown, of the International Association of Machinists, and Richard Walsh, of the IATSE.

It was agreed they would go to New Orleans in November 1944, at which time the American Federation of Labor would be in convention and these two gentlemen would be present, and that the matter would be resolved there, or an attempt would be made to resolve it.

We were told at that time there should be no reason when the dispute between the IAM and the IATSE could not be resolved and that the IATSE did not want any machinist work, but that, so long as 1185 was a member of the Conference of Studio Unions and would not get out of the corner of the painters, that no agreement could be had and that if troubles arose the machinists would have to take their chances with the IATSE.

That is the general condition that has existed from that time to the present.

At the time the carpenters and painters were laid off, the IAM, according to the terms of its own bylaws, which had been in existence since 1938, were confronted with a picket line around the studios established by the carpenters and painters.

Pursuant to those bylaws, the members of local 1185 refused to violate those picket lines, and have done so until the present time.

During the 2 years from January 17, 1946, until January 8, 1948, when I was not the business representative, but was continued as a member of the executive board of local 1185, and again pursuant to the directive issued on December 26, 1945, at which time the directive came out, our people continued to work in the studios apparently under the terms of the directive.

Because of the terms of that directive, the IATSE——

Mr. McCANN. May I stop you right there? Was it not one of the decisions of the Cincinnati conference that all those on strike should be returned to their positions?

Mr. WAYNE. That was the understanding we got on the coast.

Mr. McCANN. Secondly, was there not this in the Cincinnati agreement, that the producers would take care of the replacements in the studios?

Mr. WAYNE. I don't know that they were to take care of them. The machinists, along with the other crafts involved, were to return to the studios in a status quo and as the matter had been on March 12 of 1945.

When our people returned to the studios, all those who had replaced them during the strike situation were removed from the machine shops and our people were not required to work with any of those replacements until April.

Until April, there were 21 machinists of various categories brought into the shops over our protest. We decided to continue to work despite this violation of our jurisdiction to see what might develop.

I think it was in April or May the Central Labor Council of Los Angeles passed a resolution declaring that all work performed by the International Association of Machinists in the studios was to be declared "hot," and that no A. F. of L. union working in the studios would handle any of our work.

It was at that time that the teamsters refused to drive or operate any motor vehicles upon which repair work was done by members of local 1185.

Other IATSE members also refused to handle any cameras or other machinery upon which machinists had worked, and declared them "hot." It was because of this situation that the painters refused to work on any work that had been declared "hot" by the IATSE, which resulted in the lock-out of the painters and the carpenters.

There is not a great deal more I can say in connection with this, because almost all other testimony concerning it has been given, and I do not care to repeat just for the purpose of getting it into the record.

Mr. McCANN. Mr. Wayne, I want to get one little thing in which it seems to me you have passed over without any reference to it at all.

This situation with respect to the machinists became rather acute, did it not, in July of 1946, and there was a work stoppage of about a day or so which led to the Beverly Hills treaty?

Mr. WAYNE. That is correct.

Mr. McCANN. That is the time when they agreed they should go back to work for a period of 2 years with certain adjustments in wages, depending upon the cost of living?

Mr. WAYNE. That is correct.

Mr. McCANN. You did go back into the studios then as machinists and continued to work until the incidents arose in September following the issuance of the clarification of August 16?

Mr. WAYNE. That is right. Those of our members who were in the studios at that time did return to work, but the understanding was that inasmuch as the machinists' status was in question, due to the fact that we had been disaffiliated with the American Federation of Labor, that the producer would not be required to hire members of our union, but could obtain machinists wherever they saw fit.

Mr. McCANN. I wanted to get that into the record to complete that phase of the record.

Now, Mr. Chairman, that completes my questions.

Mr. KEARNS. Mr. Wayne, when I toured the Metro-Goldwyn-Mayer studios, you were with the group, were you not?

Mr. WAYNE. That is correct.

Mr. KEARNS. As you recall, we made quite a thorough inspection of the operation there.

Mr. WAYNE. Yes, sir.

Mr. KEARNS. You called my attention to the fact that jobs that were being done now by IATSE men were jobs that were formerly done by the machinists?

Mr. WAYNE. That is correct.

Mr. KEARNS. Just how many jobs or applications of production there, whichever you want to term it, were wiped out of your union because of the directive by the three men?

Mr. WAYNE. In that particular shop, I would say there was no change in the status because the status in there now is almost what it has been since 1937.

Mr. KEARNS. Yes, but that was a shop which was in dispute, according to Mr. Brown.

Mr. WAYNE. That is correct, and if you will recall, Mr. Kearns, in the group that was there, there was Mr. Duvall of the IATSE,

and the foreman of the shop. I pointed out to you that the establishment there was a machine shop pure and simple and that anyone required to do the work in that shop would necessarily have to be a machinist.

Mr. KEARNS. If they were machinists, they did not necessarily belong to your union, or had they at one time belonged to your union?

Mr. WAYNE. The majority of them then were members of our union, but they also had to carry an IATSE card.

Mr. KEARNS. That is the point I want to clarify. In other words, they retained their card in your union, but after the directive was handed down, they joined the IATSE?

Mr. WAYNE. No. Many of the men in that shop have worked there continuously from 1937, at which time the IATSE issued them cards, either gratis, or for a small fee.

Mr. KEARNS. But did they have your cards when the other cards were issued?

Mr. WAYNE. Yes. Approximately 22 people worked in that shop of which about 14 do and have carried 1185 cards, our cards.

Mr. KEARNS. Was this card of the IATSE more or less issued as a token card to them?

Mr. WAYNE. No. It was supposed to be a bona fide card to allow them to work on so-called prop work. One of the determining factors as to whether or not a man should belong to the IAM or the IATSE, was whether or not the job he worked on was to be photographed or not.

I think you will recall from the testimony in Los Angeles, it got down to the point where a drawing was brought into the machine shop to make a pulley or a shiv. A machinist could do it, but if they happened to roll it on to a set and take a picture of it, then it became a propmaker's job.

Mr. KEARNS. That is right, I recall.

Mr. WAYNE. Our contention has been that anything made in a machine shop should be made by a machinist, and inasmuch as we had a contract with the motion-picture producers covering machinists' work for 1185, it was always our work.

Mr. KEARNS. Did your local object to the IATSE giving these men who worked in M-G-M that card?

Mr. WAYNE. We objected.

Mr. KEARNS. On what grounds?

Mr. WAYNE. On any grounds, that anything but an 1185 card was required to do machinists' work.

Mr. KEARNS. It was not necessarily required that they have the IATSE card. You just stated they gave them those cards in consideration of the operation there, isn't that right?

Mr. WAYNE. It wasn't quite so simple as that, Mr. Kearns.

I have a copy of a letter addressed to our then international president, A. O. Horton, dated May 15, 1937. It was written by our then representative George C. Castleman. In part it says—

Mr. KEARNS. Just take the meat out of it.

Mr. WAYNE. That is what I am trying to do, sir.

Referring to local No. 37, IATSE:

This organization has issued union cards to members of our organization so that they may be legalized strikebreakers. This, incidentally, for a direct pro-se-lytting of our membership.

It was at that time the order came out that nobody could work in that particular prop shop without having an IATSE card.

Mr. KEARNS. At that time wasn't there a question as to whether or not the machinists were making props or the prop makers, who were IATSE men were making the props? That was a fine line of jurisdiction at that time, was it not?

Mr. WAYNE. This was earlier when we got our first contract. This was May 15, 1937. At that time we were on strike. We were on the bricks.

In order to get the machinists to come back in there local 37 issued IATSE cards.

Mr. KEARNS. You could not get back in unless you had a second card?

Mr. WAYNE. That was the information that was given us.

Mr. KEARNS. Who gave you that information?

Mr. WAYNE. Well, it was talked daily between us people in our own union.

Mr. KEARNS. Yes, but who gave you the ultimatum on it?

Mr. WAYNE. It was never given to me direct, Mr. Kearns, but I would say the business representative of local 37 of the IATSE.

Mr. KEARNS. Was it handled by the international or is that local autonomy again? Did the order come down from Mr. Walsh or Mr. Brown, or was whoever was the business agent calling the signals out there?

Mr. WAYNE. I can only guess, because I don't know.

Mr. KEARNS. All right.

Mr. WAYNE. But I rather imagine it was Mr. Lew Glicks who then was the business representative of local 37.

Mr. KEARNS. But your men could not go back in there and work unless they could flash an IATSE card, is that correct?

Mr. WAYNE. That is correct.

Mr. OWENS. He says he doesn't know.

Mr. KEARNS. Do you know about the card or don't you know about the card? What were you doing there?

Mr. WAYNE. I was working on the bench.

Mr. OWENS. Did you have the two cards?

Mr. WAYNE. No, sir; this is only one shop in the motion-picture industry.

Mr. KEARNS. What shop were you working in?

Mr. WAYNE. I was working at Paramount Pictures.

Mr. KEARNS. You did not have to have two cards?

Mr. WAYNE. No, sir.

Mr. KEARNS. But you did have to have at M-G-M?

Mr. WAYNE. In that prop shop; yes.

Mr. KEARNS. In 1937?

Mr. WAYNE. Yes; and continuing until the present.

Mr. KEARNS. Until now?

Mr. WAYNE. Yes.

Mr. KEARNS. How much controversy or how much conflict was there in prop-making, so far as prop-making was concerned—that is, as to how much the machinists were involved? How much were you involved in the overlap? Wasn't it a minimum, really?

Mr. WAYNE. No. It is hard to answer your question, Mr. Kearns, because in that particular shop nobody could decide what the percentage of general machine-shop work there was as compared to so-called prop work.

Mr. KEARNS. You mean that particular shop was different from any of the others?

Mr. WAYNE. Yes, sir.

Mr. KEARNS. Why was that shop different?

Mr. WAYNE. I could never explain. In every other shop in the industry we did the machinist work with a very minimum of contention.

Mr. KEARNS. Then at the M-G-M shop that was not considered a general machine shop, as we classify general machine shops?

Mr. WAYNE. It was not by management for the IATSE. We considered it just another machine shop, and we should have had control of it.

Mr. KEARNS. Do you have any questions, Mr. Owens?

Mr. OWENS. Yes, Mr. Kearns. Mr. Wayne impresses me as a gentleman who will give us the information right from the shoulder if he knows it. I want to ask you this question:

Did you have any rule prohibiting your men from holding two cards?

Mr. WAYNE. We do not. We disapprove of it, but have no rule to that effect.

Mr. OWENS. Then there would be nothing whatsoever to stop them from doing that?

Mr. WAYNE. Nothing whatever.

Mr. KEARNS. Will the gentleman yield there?

Mr. OWENS. Yes.

Mr. KEARNS. You feel that men should have two cards in order to work anywhere?

Mr. WAYNE. I can't see why a man should have to pay dues to two organizations to do one job.

Mr. KEARNS. You are emphatic about that?

Mr. WAYNE. I am.

Mr. OWENS. Of course, there would be nothing to stop your organization from prohibiting a man from having two cards?

Mr. WAYNE. I don't know how we can prohibit a man from joining any other organization and still belong to ours.

Mr. OWENS. You mean another union?

Mr. WAYNE. Any union or any organization.

Mr. OWENS. Doing the same kind of work?

Mr. WAYNE. No; not for a dual job; not a dual card.

Mr. OWENS. But this developed to be a dual card, did it not?

Mr. WAYNE. It did; and we object to that.

Mr. OWENS. Did you issue any prohibition of it?

Mr. WAYNE. We did not.

Mr. OWENS. Why?

Mr. WAYNE. We have been in hopes for 11 years to get the jurisdiction straightened out out there. There are some actions you do not take, so long as there is hope of a settlement.

Mr. OWENS. The first step to take would be with your own men, would it not?

Mr. WAYNE. That is right.

Mr. KEARNS. Will the gentleman yield there once again?

Mr. OWENS. Yes.

Mr. KEARNS. The reason you did not object was because you wanted to have jobs, was it not?

Mr. WAYNE. Had we ruled out a dual card in view of the circumstances that existed, we would have ruled our members out of our organization.

Mr. KEARNS. Because they would have been taken by the other organization?

Mr. WAYNE. Because the other organization seemed to be the stronger at that point and would have taken those men.

Mr. OWENS. That is a fine statement. In other words, the testimony you have given and the testimony of the preceding witness—it would appear the argument you really have is with another union, or the union you were formerly affiliated with, and your own men. You are now venting your—we will not call it spite, because you might feel you have a legitimate contest with them—but you are testifying against the producers who are the employers here with respect to this matter; at least, the preceding witness. Isn't that true?

Mr. WAYNE. I do not get your question at all.

Mr. OWENS. You heard Mr. Brown testify the argument has been with the A. F. of L. with respect to interfering with the jurisdiction of the IAM, didn't you?

Mr. WAYNE. Yes; but our protest in this instance is against the IATSE insisting they have jurisdiction over machinist work and insisting that members of our organization, the machinists' organization, carry an IATSE card to perform machinist work.

Mr. OWENS. Mr. Wayne, let's see that we understand each other correctly. Your men accepted an IATSE card.

Mr. WAYNE. Yes.

Mr. OWENS. Why?

Mr. WAYNE. We were in the organizational stage of our union in 1937, as the result of the strike situation. During that strike situation certain of our members were given IATSE cards in order that they might work in this particular shop at M-G-M studios. The machinists were not officially on strike. They had been respecting a picket line set up by the painters' organization. It was at that time not contrary to our bylaws that a man work behind the picket line, due to the fact that we were in the formative stages of our organization.

Mr. OWENS. Your organization is quite a number of years old, isn't it?

Mr. WAYNE. Our local union got its charter in 1936.

Mr. OWENS. But then you are regulated by the rules of the international, are you not?

Mr. WAYNE. Under our international organization, when a local lodge is established and a charter issued, it carries with it local autonomy. We make our rules within the constitution of our international organization. But because of the future conditions that might exist in a given industry or territory, we are allowed the further right to set up bylaws and submit them to our international organization for approval.

Therefore, every local of our international does not have the same set of bylaws.

Mr. OWENS. You do have this: If you do not have a certain bylaw in your own constitution and bylaws, then you do have your provision that anything that is not contained in yours, you are otherwise guided by the international organization; is that true?

Mr. WAYNE. That is correct.

Mr. OWENS. Did you have anything in your bylaws which told the men they could work behind the lines while there was a strike?

Mr. WAYNE. Not at that time.

Mr. OWENS. Did the international have a provision in its bylaws that that was not to be done?

Mr. WAYNE. I do not recall that it had.

Mr. OWENS. Mr. Brown says it has.

Mr. WAYNE. That is the general practice of union people, not to work behind the picket line.

Mr. OWENS. Then the bylaw that was in the international would be supposed to be guiding you in '37, would it not?

Mr. WAYNE. That is right.

Mr. OWENS. But you did not abide by it, did you?

Mr. WAYNE. I say, I am not sure it was in our international constitution at that time.

Mr. OWENS. Mr. Brown says it was.

Mr. WAYNE. I will not refute him, but I do not recall it.

Mr. OWENS. So that at that time you were going behind the lines and your men were taking the cards from the other union in order to do it, and you were not discharging them for it; is that true?

Mr. WAYNE. On that construction, it is true.

Mr. OWENS. So that is exactly the same thing that happened again in 1945, is it not?

Mr. WAYNE. No; because at that time we had a local bylaw which prohibited it.

Mr. OWENS. But you just agreed with me that where you did not have a rule to the contrary in your local bylaws, you were guided by your international bylaws.

Mr. WAYNE. That is right.

Mr. OWENS. Then your international bylaws, according to Mr. Brown, did have such a provision?

Mr. WAYNE. I did not agree to that; I don't know that that was in there.

Mr. OWENS. Mr. Brown said they did have such a bylaw in the international.

Mr. WAYNE. Mr. Brown said so; I did not.

Mr. OWENS. If Mr. Brown says so, it is correct, is it not?

Mr. WAYNE. I said I would not refute it.

Mr. OWENS. Assuming that to be true, then, there was no difference between the 1937 and 1945 situation, was there?

Mr. WAYNE. That would be true.

Mr. OWENS. In the one instance you called the men strikebreakers, and in the other instance you did not call them strikebreakers; is that correct?

Mr. WAYNE. I do not recall using the term at all, so far as I am concerned.

Mr. OWENS. Mr. Brown did use the term.

Mr. WAYNE. So far as I am concerned, those who broke ranks from the machinists would be strikebreakers, in my opinion.

Mr. OWENS. Then the same would be true in '37, would it not?

Mr. WAYNE. Yes.

Mr. OWENS. Still you accepted them into your ranks without any question and worked right along with them and continued to build with those men who went and worked with the other unions in the shop, did you not?

Mr. WAYNE. Yes. That is often the case.

Mr. OWENS. I appreciate that, and you are very honest and frank about making your statements without any equivocation. I appreciate that. We all know those things, and we just want to get them into the record. When they come in, frankly, I think it is very helpful.

What we want to get down to now is just what about the straight difference in feeling between '37 and '45, particularly when in '45 it was a time of war when those men went in, and it was not in '37.

Mr. WAYNE. Well, developments of that kind are sometimes hard to explain, and particularly after they have passed—to give a lucid reason why they were done. We meet situations as they are.

Mr. OWENS. In other words, it was taken by reason of a great number of factors gathered together in a big cloud at one time; isn't that correct?

Mr. WAYNE. That is correct.

I have been in this business since 1928. This is a development that has been brewing ever since that time.

Mr. OWENS. I think that is about the most correct statement I have heard about the matter. In other words, it just seemed that during the time of war, when everyone's nerves were on edge, that seemed to be the breaking point.

Mr. KEARNS. Will the gentleman yield there?

Mr. OWENS. Yes.

Mr. KEARNS. You have consistently, Mr. Owens, brought out the point about them quitting during time of war. How about all the other unions throughout America that did not operate during war? What I am trying to get at is: Is this a direct reflection upon the A. F. of L., or do you include all unions throughout America that may have had stoppages during the war?

Mr. OWENS. Any of the unions that made an agreement with the President—and A. F. of L. leadership did make an agreement with the President that there would be no strike—I think the amount of strikes they engaged in were infinitesimal during the war. I do not have the figures, but I think the A. F. of L., to my knowledge, kept their agreement pretty well with the President. It would be just situations like these carried out in a number of other places which add up to the few that occurred.

My feelings are that in other places they are no different. In my opinion, a promise to the United States is a promise, regardless of who makes it.

Mr. KEARNS. On January 2 Mr. Hutcheson made a promise to the President of the United States there would be no stoppage in building construction. That was January 2, 1946.

As you know, Mr. Counsel, we were at Newark, N. J., during the building stoppage down there, where there was no building done for 7 months after that.

Mr. OWENS. You were away just before this, Mr. Chairman, when I brought out that in 1937 the very same thing was done as was done in '45. The men were accepted into the ranks, and they were not charged with any violation at all for having taken a card and gone in and worked during a strike in '37.

Mr. KEARNS. I see what you mean.

Mr. OWENS. I was trying to bring out why they were incensed about it in '45 during the war, when they were not incensed about it in '37, when there was not a war.

Mr. KEARNS. Didn't the witness bring out that they accepted that and were living in hopes they would get a jurisdictional mandate?

Mr. OWENS. He made a very fine answer. He said from 1928 on it was clouding up. In '37 they were in a organizational state in their local, and they went along with it in order to be able to survive; but in '45 they were fully organized, and that was probably the reason why they did what they did. That was about the substance, was it not, Mr. Wayne?

Mr. WAYNE. Yes, but there is a little bit more to the answer to your question. Your question was, why we did not take punitive action at that time.

Mr. OWENS. You mean in '37 or '45?

Mr. WAYNE. In '37. When you get a closed-shop agreement with management, it carries the further requirement that you take into your union all people who are then working at the trade in that unit. We have not choice in the matter.

Quite often a union must take in people they would much rather not take in, but in order to get their closed shop they will take those people in.

Mr. OWENS. Of course, that applied to your shop, but the men who accepted the card of the IA then went over and worked behind the strike lines during '37. You did keep them in your group.

Mr. WAYNE. This happened during April and May. We got our closed shop on the 24th of June as a result of that strike, so the things that happened in that period brought up the closed-shop contract.

Mr. OWENS. It is a little hard for me to reconcile some of these things. When men are supposed to be strikebreakers in a plant like that and where men go in to organize it and after a while they organize these men, then when they have a majority take over the balance, to try to say what men are union men and what men are not union men, it makes it awfully difficult for one man to figure it out, even one who has been with labor all through the years, as I have.

Mr. WAYNE. That is true, but there are few societies that do not have undesirables, and we have them in our unions, too.

Mr. OWENS. Well, there are undesirables, Mr. Wayne, at the top of your union who are a lot more undesirable than many of the men in the ranks, from what I have found in the investigation here. That is made right in public. It is time that some of them were removed from the top. There might be less trouble at the bottom.

That is all.

Mr. KEARNS. I have just one question, Mr. Wayne.

In 1937, when you had the two cards, were the machinists then affiliated with the A. F. of L.?

Mr. WAYNE. I did not have two cards.

Mr. KEARNS. You did not, but I mean over at M-G-M.

Mr. WAYNE. Yes. The machinists were then affiliated with the A. F. of L.

Mr. KEARNS. Was the IATSE a member of the A. F. of L.?

Mr. WAYNE. To the best of my knowledge.

Mr. KEARNS. I would like to ask a question of counsel on the IATSE at this time.

Was that a common policy back as far as 1937, that the A. F. of L. permitted any operation whereby two cards were necessary for a man to work?

Mr. LEVY. I became counsel for the IATSE in November of 1941. I cannot speak with personal knowledge about the situation prior to that time.

Mr. OWENS. Mr. Chairman, might I say there has been no testimony that two cards were necessary. This gentleman did not say he had any such personal knowledge.

Mr. WAYNE. I said 1185 had a union closed-shop contract with the motion-picture producers; that 1185 would have jurisdiction over all machinist work.

Someone imposed a condition that there should be an IATSE Local 37 card for a machinist to work in that machine shop. That necessarily follows, then, that it was required to have two cards there.

Mr. KEARNS. Then, Mr. Counsel, I would like to have this information:

Mr. Boren is in town. I would like to have him get it for the record here. I would also like to have it from the record of Mr. Green's office, if Mr. Green, as president of the A. F. of L. was aware of that situation back in 1937.

Mr. McCANN. Mr. Chairman, I have not been very successful in communicating with Mr. Green, as you well know. I called him, for example, in regard to the records which we have introduced today, and about which you had called him about a month before. I was turned down on that. I wish, if it is possible, if you have any request to make of Mr. Green, that the Chairman do it.

Mr. KEARNS. Mrs. Locher, you make a note of it, and I will do it.

Mr. McCANN. I do not think I would get any satisfaction from Mr. Green on any subject.

Mr. WALSH. Why don't you ask me that information about our organization, whether we had two cards or not?

Mr. OWENS. I want to complete with Mr. Wayne, first.

Mr. WALSH. Now you are talking about president Green and everybody else.

Mr. OWENS. You made a general statement. Where did you acquire your knowledge? Did you get it from first-hand, or from someone else?

Mr. WAYNE. From our members who first held the two cards and still hold them.

Mr. OWENS. Then you never received any personal information that your men could not go in and do the work with their own cards?

Mr. WAYNE. I was not the business representative at that time. I never got any direct communication from any other union that that would be the requirement. But when people I was talking to daily or weekly at our meetings every week said they had to carry two cards to work, I took that as bona fide information.

Mr. OWENS. Didn't you ever check it yourself as the head of the union out there to ascertain that fact?

Mr. WAYNE. I saw the two cards.

Mr. OWENS. But I mean, did you ever check with management or the one who was in charge, to determine whether or not those men had to have two cards in order to work?

Mr. WAYNE. I protested to management, and management said, "Well, what can we do?"

Mr. OWENS. Who did you protest to?

Mr. WAYNE. To the foreman in the shop.

Mr. OWENS. Who did you speak to about that matter?

Mr. WAYNE. Jack Mowrey, who was the foreman in the shop.

Mr. OWENS. When did you do that?

Mr. WAYNE. At various times, from the 1st of July 1937 to the present date.

Mr. OWENS. What did you say to him?

Mr. WAYNE. Insisted that our card and our card alone be the requirement to work in that shop.

Mr. OWENS. You told him that?

Mr. WAYNE. Yes.

Mr. OWENS. What did he say to you?

Mr. WAYNE. "What can I do? The IATSE says it has to be this way."

Mr. OWENS. He said that to you?

Mr. WAYNE. Yes, over and over again.

Mr. OWENS. In other words, he said that men with your card alone could not work?

Mr. WAYNE. Not if they did prop work, which was still machinist work.

Mr. OWENS. You are talking about prop work now?

Mr. WAYNE. In that shop it was all machinist work.

Mr. OWENS. But you explained before it was a regular rule that when it was moved out on the set as to prop work it was not your work.

Mr. WAYNE. I did not testify to that. I said it was all our work.

Mr. OWENS. You said it was an understood rule that the work done out on the set was done by the other men, the IA men?

Mr. WAYNE. I said the IATSE made that distinction. We never did. We never agreed to it.

Mr. OWENS. Did management recognize it?

Mr. WAYNE. They were forced to recognize it.

Mr. OWENS. What did the arbitration committee hold?

Mr. WAYNE. The arbitration committee walked right around that issue. If there was any issue that was the only one, and the arbitration committee went into fields far away from that. They did not resolve that matter at all. They gave us a new set of rules to work by, by which they lost work.

Mr. OWENS. You mean that same rule was still in effect?

Mr. WAYNE. To the best of my knowledge; yes.

Mr. OWENS. That is all.

Mr. KEARNS. Thank you, Mr. Wayne.

Mr. McCANN. We have a number of questions, Mr. Chairman.

Mr. KEARNS. Yes; I want to clear something up here.

Mr. Walsh, will you come to the stand a moment, please? The reason I did not call Mr. Walsh on this question was because I knew he was not president of the IATSE at that time.

TESTIMONY OF RICHARD F. WALSH—Recalled

Mr. KEARNS. Would you clear up this one situation at M-G-M about two cards as far as the IATSE is concerned?

Mr. WALSH. The IATSE does not require them to hold a machinists' card and an IATSE card at M-G-M.

Mr. KEARNS. Was that back in 1937?

Mr. WALSH. At any time, whether it be 1937 or whether it be now. They confused this issue to the extent that these men work on making props and these men carry the two cards for their own advantage. One week they may be working making props and the next week they may be making adding machines.

Mr. KEARNS. Maybe you can clear this up for us. As I understand it, a man working there is employed for 1 day only; is that correct?

Mr. WALSH. In some cases.

Mr. KEARNS. In most cases?

Mr. WALSH. I think in the machine shop they are most steadily employed.

Mr. KEARNS. Would you say the reason they took their IA card out was to have additional employment if there were no steady employment in the machine shop?

Mr. WALSH. That I would say would be correct. They have two chances for employment. They can work as machinists and they can work as property builders.

Mr. KEARNS. Then they were not in any way denying their loyalty to the machinists in taking out an IA card because it was a different operation of work?

Mr. WALSH. I would say they were not.

Mr. KEARNS. That clears it.

Mr. McCANN. Before I ask these questions that have been proposed, Mr. Chairman, may I have a ruling on this? We have two witnesses that I do not think will take a great deal of time, from the stationary engineers, Mr. Hill and Mr. Wilson. I know Mr. Lindelof will be in town Monday. I thought if it was agreeable with you, we could have Mr. Hutcheson, Mr. Lindelof, and Mr. Sorrell testify, then let Mr. Walsh follow them on Monday, if that order is agreeable.

Mr. KEARNS. That is a big order for Monday.

TESTIMONY OF D. T. WAYNE—Resumed

Mr. McCANN. Mr. Levy asked the following questions, Mr. Wayne.

Read the law of your local union about not going through a picket line.

Mr. WAYNE. I am unable to do that at this time. I do not have a copy of the laws.

Mr. McCANN. There is a request here for it. I will make that request a little bit later.

When was that law adopted, if you know?

Mr. WAYNE. It was either 1938 or 1939.

Mr. OWENS. Mr. McCann, while we are on that, could we also have the international's bylaws and when that was put in effect in the international?

Mr. McCANN. The international does not have a law, as I understand it.

Mr. OWENS. Mr. Brown testified they did have such a regulation.

Mr. McCANN. It was my understanding, sir—and I have no disposition not to get it—if you will bring in the constitution and bylaws of the international we will be glad to have it, but as I understood Mr. Brown's testimony it was that it was a local law of the IAM local in Hollywood.

Mr. WAYNE. As I explained a while ago, each individual local has a set of bylaws, all encompassed within the constitution or not in opposition to the constitution.

The constitution of our international organization is available. We can have it here Monday. It is in the city.

Mr. McCANN. Will you produce the constitution and bylaws of local 1185, IAM, in effect from January 1941 to date?

Mr. WAYNE. We will.

Mr. McCANN. Thank you.

Mr. WAYNE. We will wire for it tonight and have it sent by air mail.

Mr. McCANN. Can you give the substance of the local law at this time?

Mr. WAYNE. The clause governing passing through picket lines?

Mr. McCANN. Yes.

Mr. WAYNE. This is it in essence, to the best of my recollection:

It shall be considered conduct unbecoming a member to violate any bona fide A. F. of L. picket line, or scabbing or any other conduct unbecoming a member.

Mr. McCANN. The next question of Mr. Levy:

If the carpenters or any other union established picket lines to take jurisdiction away from your union would your union respect—it looks like regard—I was not sure—respect that picket line?

Mr. WAYNE. I would like to make an observation, Mr. Chairman.

Mr. KEARNS. Proceed.

Mr. WAYNE. If somebody is holding me up with a gun I am sure not going to help him kill myself. If they established a picket line against my own union certainly I am not going to observe it.

Mr. McCANN. In other words, the picket line that honorable labor recognizes is not a jurisdictional picket line? That is the next question.

Mr. WAYNE. I do not think I quite caught that, Mr. McCann.

Mr. McCANN. Following the question I just read, you understand, he now asks this:

In other words, the picket line that honorable labor recognizes is not a jurisdictional picket line?

Mr. WAYNE. That is a hard one to try to answer. When a union establishes a picket line it usually does it after considerable thought as to whether they have a real grievance. When they establish that picket line I am not usually called in to decide for them whether it is a legitimate picket line. If their international union will sustain it, our people will sustain it.

Mr. OWENS. I do not believe that is what he means by the question. It could have been enlarged, but what I think it means is if you know a union is out on the picket line merely in a jurisdictional strike against another union, whether that is the type of picket line that you respect?

Mr. WAYNE. I do not like a jurisdictional picket line and I would certainly hesitate to order our people to respect it.

Mr. McCANN. Didn't the agreement between local 1185 and the producers provide that—

The provisions of this agreement are predicated upon the understanding that local 1185 is a part of the IAM, an affiliate of the A. F. of L., and that upon any change in such status the producers shall have the right to cancel this agreement?

Mr. WAYNE. I think that was the language in one of the contracts we had with the producers.

Mr. McCANN. Did the producers ever notify your union—and this is my question—that as a result of your disaffiliation the producers were exercising their right to cancel the agreement?

Mr. WAYNE. We were never so notified.

Mr. McCANN. To get back to Mr. Levy's question now:

Didn't the constitution of the CSU provide that only local unions affiliated with the A. F. of L. are eligible for membership in the SCU—article 3?

Mr. WAYNE. It did.

Mr. McCANN. In the treaty of Beverly Hills on July 2, 1946, was it not agreed by your local that the matter of representation of machinists would be decided by the NLRB?

Mr. WAYNE. I was not present at that meeting, but it is my understanding all parties agreed to be guided by the decision of the NLRB on that matter of representation.

Mr. McCANN. Isn't that proceeding now pending?

Mr. WAYNE. It is, although there has been an intermediate report.

Mr. KEARNS. Pardon me there. Did you consider that report in your favor as Mr. Brown did?

Mr. WAYNE. We did.

Mr. LEVY. The one that he said was in his favor, didn't he take an appeal from his local? I do not have time to write it out.

Mr. OWENS. I will ask the question. That comes as rather a surprise. I should have asked you that before because I intended to.

In substance what was the decision and who, if anyone, appealed from it, or rather asked for review by the Board?

Mr. WAYNE. The appeal was taken on the point—and I am just speaking from memory. The intermediate report found there were no unfair labor practices and we made an exception to that finding. The balance of the report was satisfactory to the machinists.

Mr. OWENS. In other words, the examiner found in your favor as to representation?

Mr. WAYNE. He did.

Mr. OWENS. He found there had not been an unfair labor practice and you appealed that to the Board?

Mr. WAYNE. That is right, and in that matter restored the people to their jobs and made them whole.

Mr. OWENS. Perhaps someone may have a copy of that decision.

Mr. McCANN. The decision is here and the gentleman who represented them there has it, in case you want to ask him any questions.

Mr. LEVY. May I set the record straight with just a word? Mr. Wayne unintentionally made the mistake. There is no decision on the representation matter at all. When he says that the representation was decided in favor of Machinists Local 1185, he makes an unintentional error.

That matter has not yet been decided and there is no election yet. Mr. OWENS. Having heard Mr. Wayne testify I believe it would have been unintentional.

Mr. LEVY. That is right.

Mr. OWENS. Because his testimony has been very fine, in my opinion.

Mr. BODLE. May I correct that testimony, too: Mr. Wayne was further in error than he realized. The intermediate report finds the producers were guilty of an unfair labor practice and ordered their reinstatement with back pay. Prior to the time the matter actually went to hearing the producers agreed or offered to compromise the unfair labor practice by the payment of back pay if the men would be willing to waive their right of reinstatement.

That is the fact with reference to the unfair labor practice.

Mr. OWENS. It just reversed itself. I think we better wait until we see that.

Mr. WAYNE. It think it is already in the record.

Mr. McCANN. May I proceed with the questions?

Mr. KEARNS. Yes.

Mr. McCANN. In the treaty of Beverly Hills on July 2, 1946, was it not agreed by your local that the matter of representation of machinists must be decided by the NLRB? I believe you have answered that.

Mr. WAYNE. That is right.

Mr. McCANN. Isn't that proceeding now pending? You have answered that.

These are still Mr. Levy's questions:

Did the 21 men displace any of your members?

Mr. WAYNE. I do not recall that they did.

Mr. McCANN. Did the men in the M-G-M shop work on props?

Mr. WAYNE. They did.

Mr. McCANN. In view of President Green's telegram of March 16, 1945, would you say that the CSU strike during war was a bona fide A. F. of L. picket line?

Mr. WAYNE. I would.

Mr. McCANN. These questions are from Mr. Bodle:

Were the 21 men employed in the machine shop in April 1946 and who were not members of the IAM, employed in the jurisdiction which the IAM had prior to the 1945 strike and which was given back to them in the settlement of the 1945 strike?

Mr. WAYNE. They were.

Mr. McCANN. If so, do you consider that the employment of the 21 men was in violation of the decision of the three-man committee and the assurances of the producers that the status quo would be maintained?

Mr. WAYNE. I think it was in violation.

Mr. McCANN. Who insisted on the employment of the 21 men?

Mr. WAYNE. I cannot say positively who it was that insisted.

Mr. McCANN. Did you protest their employment?

Mr. WAYNE. It was protested by our office.

Mr. McCANN. What was the reaction of the producers to your protest?

Mr. WAYNE. Again this took place while I was not in official office. I cannot say what the reply was but I do know they were not removed.

Mr. McCANN. Has Mr. Walsh ever indicated in your presence that he claims the jurisdiction of the machinists in the studios?

Mr. WAYNE. Many times. It was said today, right in this room, that he protested the machinists being in the studios at all, that it all belonged to the IATSE.

Mr. McCANN. A question by Mr. Zorn and something for me to read: Did not the treaty of Beverly Hills contain the following:

It was agreed to let each studio interpret the directive and award the work where, in its judgment, it belongs under the directive, and no work stoppage will be ordered for next 30 days or until the arbitration machinery is set up.

Mr. WAYNE. I cannot answer that of my own knowledge. That is the impression I have.

Mr. ZORN. Mr. McCann, would you mind putting into the record those provisions on no work stoppages in the Beverly Hills treaty? I know Mr. Owens has not heard them yet.

Mr. McCANN. Mr. Zorn calls attention to the fact that the quotation he has indicated comes from the Beverly Hills treaty. That is all, Mr. Chairman.

Mr. KEARNS. Thank you, Mr. Wayne. We appreciate your coming here and the testimony that you have offered.

Mr. McCANN. Mr. Chairman, may we have a 5-minute recess?

Mr. KEARNS. We will take a 5-minute recess.

(A short recess was taken.)

Mr. KEARNS. The hearing will come to order.

Mr. Hill, will you take the stand?

TESTIMONY OF ARTHUR D. HILL, JR., ASSISTANT TO THE GENERAL PRESIDENT, INTERNATIONAL UNION OF OPERATING ENGINEERS, WASHINGTON, D. C.

(The witness was duly sworn.)

Mr. KEARNS. Will counsel identify the witness?

Mr. McCANN. Will you please state your name and your address?

Mr. HILL. My name is Arthur D. Hill, Jr. My address is 1003 K Street NW., Washington, D. C.; telephone number is National 9265.

Mr. McCANN. What position, if any, do you hold in a labor union?

Mr. HILL. I am assistant to the general president of the International Union of Operating Engineers.

Mr. McCANN. Will you please state briefly what you have to say to the committee?

Mr. HILL. It is my purpose to make a brief introductory statement outlining the position of the International Union of Operating Engineers in regard to the studios in Hollywood, and then to ask Mr. L. O. Wilson, labor-relations representative of locals 12 and 63, to speak for those local unions, and to give you the detailed information which you require.

The position of the operating engineers in the Hollywood studios has always been extremely weak. Because of the small number of engineers needed in the studios when they first started, the international union never possessed enough economic strength to negotiate a contract with any of the studios. We have had many of our members working in the studios before the strike. They were working there as individuals and not under a collective-bargaining agreement negotiated between our international and the producers.

During the strike our men continued to work in the studios and many of them are still working there today.

When Mr. Wilson testified in Los Angeles before your committee, he read into the record the jurisdiction of the stationary branch of our union and showed you that there were many jobs in the studios which were clearly and rightfully within the jurisdiction of our craft.

At that time we were interested only in having recognition of our jurisdiction insofar as heating plants, refrigeration plants, air-conditioning plants, and boiler plants are concerned.

We wish an opportunity to bargain with the producers for wages and working conditions for our men. The strife in the studios has contributed in no small measure to the weak position in which we continue to find ourselves there.

Mr. KEARNS. Does that complete your statement, Mr. Hill?

Mr. HILL. It does, sir.

Mr. KEARNS. Do you have any questions?

Mr. McCANN. No questions.

Mr. KEARNS. Do you have any questions?

Mr. OWENS. No questions.

Mr. KEARNS. Thank you very much for this contribution, Mr. Hill.

• Mr. HILL. Thank you, and General President Maloney sends his regrets that he could not be here.

Mr. KEARNS. And please convey my best wishes to him.

Mr. Wilson.

TESTIMONY OF LESTER O. WILSON, LABOR-RELATIONS REPRESENTATIVE OF LOCAL UNIONS NOS. 12 AND 63, INTERNATIONAL UNION OF OPERATING ENGINEERS—Recalled

Mr. KEARNS. Will counsel identify the witness?

Mr. McCANN. Mr. Wilson, state your name, address, and telephone number.

Mr. WILSON. Lester O. Wilson, Los Angeles, Calif.; 536 Maple Avenue. Phone number, Mutual 4356.

Mr. McCANN. Mr. Wilson, what position do you occupy with a trade union?

Mr. WILSON. Labor-relations representative for local unions Nos. 12 and 63, International Union of Operating Engineers.

Mr. McCANN. Mr. Wilson, you have previously testified before our committee. I recall your testimony was very clear on the issues you raised. We asked you for some additional data. Did you bring that with you today?

Mr. WILSON. Yes, Mr. McCANN. Before I present the evidence that was asked of me by this committee I want it clearly understood that the names on the affidavits—I have the original receipts, the books, and all the information requested—but should the information be made public knowledge the people involved here would no longer be employed in the studios.

Mr. McCANN. Mr. Chairman, I wonder if, under the circumstances, the books may not be shown to the chairman? I do not want to see them myself, nor the cards, but just so that the chairman may be able to identify these affidavits and then let the affidavits be received

without any names. Do you have any objection to that, Mr. Chairman?

Mr. KEARNS. Before ruling on that, let me ask this: How serious would this situation be if these names became known?

Mr. WILSON. We have held several meetings of our membership employed in the motion picture studios. Someone always notifies the people in the studios of the people attending our meetings and immediately they are laid off.

Mr. OWENS. Mr. Chairman, may I ask: These names are supposed to be of whom?

Mr. WILSON. These are members of our organization. Some of them have been employed in the studios the affidavits and the books will show since 1924.

Mr. OWENS. You mean we are going to accept affidavits at this hearing?

Mr. KEARNS. These are affidavits of membership.

Mr. WILSON. And the conditions under which they work.

Mr. OWENS. They would be statements by someone we are not going to cross-examine?

Mr. McCANN. Mr. Owens, may I explain, he testified before us in Hollywood that they had members in the studios who were required to carry four cards in order to earn a livelihood in the studio. When we were there we were interested in the over-all problems of the studios.

The stationary engineers were not permitted to appear before the three-man committee. They were not given a hearing by the three-man committee. Their problems were not considered by the council at Cincinnati in October 1945.

These men appealed to us that they had been deprived of bargaining rights and their men had been forced to use as many as four cards to work in the studios.

Mr. Kearns and I requested them to furnish us proof of that.

Now he has the proof, requesting that the names of the men be left out of the record, to preserve their jobs in the studios. I cannot see that that isn't fair.

Mr. OWENS. I do not think we are entitled to accept affidavits of people whom we do not have a chance to cross-examine. There have been so many general statements made in this hearing I do not feel that all the conclusions made, even the previous witness, Mr. Wayne, who was certainly a fine, straight-forward witness—he himself admitted many of these things are just by information and belief.

Mr. WILSON. Mr. Owens, the information I have here is actual books, actual receipts. The information I have is the information that your committee requested that I present.

Mr. OWENS. That is not the point I was making. The point is that the witness here can only give information he has himself, that he knows of his own knowledge, not that he heard someone else say.

It seems to me if you want to call some of these other witnesses they ought to come in, sit down here and state it. I have a job here and all the Congressmen have. If anyone has a complaint that is a good American way to handle it, to have it right out in the open. If anybody deprives them of their job, that can be handled after that.

Mr. McCANN. Mr. Chairman, in view of the fact that you requested this information in Hollywood; in view of the fact that this information is now available to the committee, I respectfully move that the Chair examine the books, examine the receipts and then permit this witness to read the affidavits. If we are going to recommend any legislation on the subject of dual membership I do not know of any better evidence we would have to offer than the testimony which this witness is prepared to show to the Chair.

Mr. OWENS. Mr. Chairman, I am surprised that our attorney has asked affidavits be put in the record as evidence. I will not recognize that, as a member of the committee.

Mr. ZORN. Mr. Chairman, I am under some misunderstanding here and would like to be cleared up. I understood the witness to say that one of his complaints was a complaint with respect to recognition by the producers of his organization, and certain things that have happened to his members at the studios. I know his organization has never been recognized by the producers as a bargaining representative for any employees. So far as I can see it is strictly and entirely a matter for the National Labor Relations Board, if that is the matter at issue. If he has any charges that is the place to file them. If he wants representation the Board has an avenue for representation, so I do not see how that is relevant in this proceeding at all.

Mr. KEARNS. Is it true, Mr. Wilson, you are unable in any way to contact the men who are stationary engineers in the studio, so far as your own union is concerned?

Mr. WILSON. That is right. As an individual I am allowed in the studios. I can arrange passes to get into the studios, almost at all. But if I should contact any of my membership working in the studios I am immediately ejected from the studios.

I have contacted the studios on many, many occasions and that evidence is in the form of a brief in the hands of your committee at the present time.

As I understood, all the committee wanted of me at this hearing was the evidence that you asked for in Los Angeles. I did not come here to testify. All the testimony I had is in the record at this time.

We have contacted the studios on many occasions requesting them to negotiate with us.

Prior to the Taft-Hartley Act there was no way we could gain recognition because of two or three or four organizations affiliated with the American Federation of Labor, as the committee here knows, would not consider a case before the National Labor Relations Board.

Mr. OWENS. Is there anything now to stop you from a representation election?

Mr. WILSON. There isn't anything at this time except our membership is slowly but surely being moved out and it will not be long until we have nobody there to represent us.

Mr. OWENS. The sooner you ask for it the better it will be.

Mr. WILSON. Perhaps you are right.

Mr. OWENS. They are really men in your craft or profession, aren't they?

Mr. WILSON. Very highly skilled.

Mr. OWENS. So that under our present law they would have a right to ask for representation as individuals of that particular craft or profession, isn't that true?

Mr. WILSON. That is true.

Mr. OWENS. Then if you would ask it and put the proof in, then the test would be whether you get opposition from the management or in any way attempt to discourage you, then they would be guilty of an unfair labor practice.

Mr. WILSON. That is true.

For the benefit of Mr. Owens—I do not know whether he understands it or not—we did not request to be present at this hearing.

Mr. KEARNS. That is right, it was at my request.

Mr. WILSON. The committee requested us to be here with this evidence; that is why we are here.

Mr. OWENS. There is a big record already where you are investigating certain points here, but I am suggesting if there is some matter of dispute that should be with the National Labor Relations Board we would have some right to handle it—

Mr. McCANN. Mr. Chairman, I think I ought to add this: One of the things which has been discussed repeatedly by members of the committee is that it is an unconscionable thing that labor men should have to carry two or three cards in order to get employment, or that they should have to join several labor unions in order to keep employed.

It was my thought that in the report of the subcommittee we might want to refer to the fact in Hollywood some of these men were required to carry three or four cards, and that we might refer the matter to the committee of the whole and to the Congress as something which the Congress might want to take action on—that no union man who belongs to a recognized labor union shall be required to carry more than one union card in order to have employment.

Mr. OWENS. You could not decide that on affidavits submitted by someone else. You would have to decide that on testimony submitted by the men themselves, provided we decided it was material to the issue.

Mr. KEARNS. Mr. Counsel and Congressman Owens, I will settle this matter in a very quick way. I have never discussed this with the Honorable Fred A. Hartley, Jr., chairman of the full committee. Mr. Wilson, I accept your presentation here today. I will not break the seal on it until after I confer with Mr. Hartley. If Mr. Hartley so instructs me to do it, then I will do it. Otherwise I will see that they are returned to you in their present state.

Mr. ZORN. Mr. Chairman, may I ask just one question to clear up my mind on this?

Do I understand the statement of Mr. McCann before that one of the reasons he would have this committee accept affidavits without names is because of some fear of incrimination or discrimination or discharge by the employers? Do I understand that, Mr. McCann?

Mr. McCANN. I did not say that, sir. The witness said it.

Mr. KEARNS. The witness said that, Mr. Zorn.

Mr. McCANN. That is the testimony of Mr. Wilson, that if it were known in the studios that the affidavits of these men were accepted here they would lose their jobs. I did not say that, Mr. Zorn. I am only trying to make available to the committee the information contained there with respect to books, dues cards, and affidavits for such value as the committee may find therein.

As I understand it, it does not affect the studios at all. It is a matter of union conflict. It is a matter of jurisdiction.

Mr. ZORN. From your point of view I undersand that, Mr. McCann, but I understand these affidavits will contain certain charges against the producers which could easily, if they were true, have been filed with the National Labor Relations Board at any time before or after the Taft-Hartley Act.

I would strenuously object to getting into this record any statement of charges against the producers without the opportunity to have the witness hear.

Mr. OWENS. You need not worry. I am sure the majority of the other members will feel the same as you about that matter. There is not going to be a record here that is not open to the public and that everyone will not have an opportunity to refute in the regular way. Is not that right, Mr. Chairman?

Mr. KEARNS. That is right, Mr. Owens. That is why I made the decision as to presenting it to Mr. Hartley, the chairman of the full committee, Mr. Zorn.

I hope Mr. Wilson understands my decision upon that.

Do you undersand the situation?

Mr. WILSON. Oh, yes, I understand it.

Mr. KEARNS. Do you have any objection to that or would you like to keep it in your custody until after I confer with Mr. Hartley about it? That would be perfectly agreeable with me. In fact, I would rather have you keep it in your custody.

Mr. WILSON. I think so.

Mr. KEARNS. All right, we will leave it that way. You will retain custody of it until after I discuss it with Mr. Hartley.

Mr. McCANN. Have you anything further to say, sir?

Mr. WILSON. Just a minute, sir.

Mr. LEVY. May I ask this question, Mr. Chairman:

Did I understand Mr. McCann to say what is proposed to be proved here is something that the unions have been doing?

Mr. KEARNS. Now, I want to get this straight. When we were on the west coast I was astounded to find out that the men had to carry four cards in order to have a job. I asked Mr. Wilson to furnish me with proof of where a man had to carry four cards in order to have a job in Hollywood in the motion-picture studios.

He came here with this information and then made the request, upon his being sworn in here, that these names not be made public because the men would lose their jobs, then we have had this discussion. You know as much about it as I do up to this point.

I then made the ruling I would not open the books or take any official action on it until after I discussed it with Mr. Hartley, the chairman of the full committee.

Mr. LEVY. My notion, Mr. Chairman, was this was merely adding to the jurisdictional problems in Hollywood, rather than seeking to solve them.

Mr. KEARNS. That may be true. However, I have made a statement which I will stay with.

Mr. WILSON. Mr. Chairman, there is one more observation I would like to make here. It is not the intention of the engineers organization to object to its members carrying two or three cards.

or as many cards as they want to pack, provided they do not have to pack more than one card, they are not forced to carry more than one card to do engineer's work.

Now if a man for his own benefit wants to take a card in any other craft, provided it is not a dual organization, to do any other type of work, prop making or any other type of work, that is his privilege. We do not object to that.

Mr. OWENS. May I ask a question, Mr. Chairman?

Mr. KEARNS. Certainly.

Mr. OWENS. Mr. Wilson, have you any personal knowledge of that situation as gained from any official of the companies or one of the officials of the unions?

Mr. WILSON. I do not know what you mean.

Mr. OWENS. Who told you it is necessary for men to carry more than one card?

Mr. WILSON. Our membership.

Mr. OWENS. I mean officials of the companies or officials of these other unions?

Mr. WILSON. No, no.

Mr. OWENS. So that these men themselves would really have to give us that testimony, that they were ordered to do that by some union official or by someone in the company?

Mr. WILSON. That is right.

Mr. OWENS. So therefore we would have to consider your statement merely hearsay until we get some proof, provided it is essential to any issue in this case, of course?

Mr. WILSON. I just submitted the evidence the committee asked for.

Mr. OWENS. I understand that, but while you are here I wanted to find out if you have any information of your own knowledge, based upon talks with the heads of any of the unions or any of the companies, or anybody connected with the company in an official capacity?

Mr. McCANN. Mr. Chairman, on that he has stated he only has information from his own members; that he does not have any from anyone else, and that he has the cards and books of those members and the affidavits of those members. I think we have covered that very fully.

Mr. OWENS. I did not cover his personal knowledge fully, Mr. McCann.

Mr. KEARNS. He stated he had made request on the producers to recognize their union.

Mr. OWENS. I hope I never come to the point where I will accept affidavits of any kind in a congressional hearings as evidence.

Mr. KEARNS. Mr. Wilson, I will excuse you, and if you will keep custody of these records and affidavits until I inform you as to whether or not I will be permitted to accept them, it will be appreciated.

Mr. McCANN. I have one question to ask which has been submitted by Mr. Hill, if you have no objection:

Have you ever protested this to the company or to the IATSE? I think he has answered it.

Mr. WILSON. I answered that question at the hearing. I protested and our organization has protested.

Mr. McCANN. Thank you. That is all.

Mr. KEARNS. Thank you, Mr. Wilson.

Do you have any further witnesses, Mr. McCann?

Mr. McCANN. No further witnesses.

Mr. KEARNS. We stand adjourned until 10 o'clock Monday morning.

(Whereupon, at 5 p. m., the subcommittee adjourned until 10 a. m., Monday, February 23, 1948.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

MONDAY, FEBRUARY 23, 1948

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Washington, D. C.

The subcommittee met, pursuant to adjournment, at 10 a. m., before Hon. Carroll D. Kearns, chairman of the special subcommittee.

Mr. KEARNS. The hearing will come to order.

The first witness this morning will be Mr. William L. Hutcheson, international president of the carpenters and joiners.

Mr. Hutcheson, will you take the stand.

WILLIAM L. HUTCHESON, GENERAL PRESIDENT, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(Mr. Hutcheson was duly sworn as a witness.)

Mr. KEARNS. Mr. Hutcheson, will you give your name, address, and telephone number?

Mr. HUTCHESON. William L. Hutcheson. My address is 222 East Michigan Street, Carpenters' Building, Indianapolis, Ind.; telephone number, Lincoln 3328.

Mr. KEARNS. Mr. Hutcheson, we are very glad to have you appear before the committee and the other unions that have been involved in the jurisdictional dispute in Hollywood who have had an opportunity in the main to testify as to their side of the case. This will be your first opportunity to give us a picture of the carpenters' place in this jurisdictional dispute.

At this time, I would like very much for you to develop the situation, so far as you and your international organization are concerned, from the Cincinnati meeting up to date. In that way you can develop it as you wish to in your own words, sir.

Mr. HUTCHESON. Well, Mr. Chairman, I have no written statement to submit.

Mr. KEARNS. That is perfectly all right.

Mr. HUTCHESON. I have, however, brought copies of correspondence, records, and so forth, which I will be glad to present to the committee.

Mr. KEARNS. That is perfectly all right. They may be entered in the record.

Mr. HUTCHESON. As general president of the United Brotherhood of Carpenters and Joiners of America, it becomes my duty to do

everything I possibly can to assist our members in maintaining and bettering their conditions, regardless of whether they are following one branch of our trade, or another.

In doing that I follow their desires. I am not, as general president, in a position to tell our members what they have got to do. They tell me what they want me to do for them. I am not a dictator.

The members of the United Brotherhood of Carpenters and Joiners of America are Americans. An applicant to become a member of the brotherhood must be a citizen of the United States or show proof of his intentions to become a citizen. No Communist can obtain or retain membership in the brotherhood, if it becomes known that he is a Communist.

Our members have certain local autonomy, in reference to establishing their own working conditions covering hours, wages, and other conditions in connection with their employment.

As I stated, I have no written statement. I want to be helpful to the committee in every way I can and I am of the opinion, Mr. Chairman, that probably if you would ask me questions on certain things, I probably could give you a more comprehensive word picture from our viewpoint than I could if I just start in and narrate and travel over the lot.

Mr. KEARNS. I think it is only fair to you and the committee that you first of all develop your side of the picture from the time of the Cincinnati meeting until the directive was handed down which you disapproved of. Or, it is all right if you want to start with the strike in March 1945 and go on from that point.

Mr. HUTCHESON. We have no strike.

Mr. KEARNS. Well, if you want to call it a difficulty, then.

Mr. HUTCHESON. Our members exercising their right as Americans and as union men, just refused to pass a picket line.

Mr. KEARNS. Do you want to get into the facts about the directive?

Mr. HUTCHESON. Whatever you desire, Mr. Chairman.

Mr. KEARNS. Why don't you take it from that aspect, after the directive was handed down by the three-man committee. You were at the meeting in Cincinnati when it was decided this committee would be appointed by the general council and their finding was to be binding, as we understand; all parties agreed to work until this directive was handed down. Is that correct?

Mr. HUTCHESON. That is correct.

Mr. KEARNS. I think if you start from that point we will be getting right into the meat of the thing and can go forward from there on.

Mr. LANDIS. Mr. Chairman.

Mr. KEARNS. Yes, Mr. Landis.

Mr. LANDIS. I would like to make an observation. The point I wanted to discuss was that there was a directive and the directive clarified or was it plain? In the first place, did you agree to abide by the directive that they would hand down and was it clear to the workers what the directive was? Will you cover those two points?

Mr. HUTCHESON. Mr. Chairman, could I have a little information?

Mr. KEARNS. Yes, sir.

Mr. HUTCHESON. Could I ask who constitutes the subcommittee? I am quite willing to give the Congressmen and representatives of the Government, and all the people of the United States all the

recognition possible, but I am here before a subcommittee. Could you tell me who that is?

Mr. KEARNS. So far as the subcommittee is concerned, during the jurisdictional dispute I handled it myself. However, when we come to Washington any Congressman in Washington has the privilege to sit in on any hearing and has the privilege to ask questions. Mr. Landis is the ranking member on the committee and Mr. Owens is from Illinois.

Mr. HUTCHESON. Now, Mr. Chairman, while my secretary is getting a copy of the record, as per your suggestion: Following the meeting of the executive council of the American Federation of Labor in Cincinnati when the committee of three was selected, the next meeting of the executive council of the American Federation of Labor was held in Miami, Fla., the following January. The findings of the three-man committee were dated as of December 26, 1945. The following January of 1946, the executive council convened in Miami. That is where the findings of the three-man committee were given consideration.

At that meeting I took exception to the report of the three-man committee for the reason that when the three-man committee went to Los Angeles I received a communication from Mr. Knight, chairman of the three-man committee, then a vice president of the American Federation of Labor. That communication is dated November 5, 1945, and is addressed to Mr. Richard F. Walsh, William L. Hutcheson, G. M. Bugniazet, Harvey Brown, Martin F. Durkin, Lawrence P. Lindelof, and William L. McFetridge. For the record, Mr. Chairman, I would like to read that:

KANSAS CITY, Mo., November 5, 1945.

BROTHERS, GREETING: The members of the executive council appointed by President Green to attempt to settle jurisdictional dispute between striking craftsmen and the motion-picture industry at Los Angeles, met just before leaving Cincinnati to briefly consider their responsibilities. It was decided I should write you and request three copies of your jurisdictional claims as granted by the charters of affiliation when you became a part of the A. F. of L. Due to things over which at least one of the members of the committee had no control, it will be impossible for them to reach Los Angeles before the morning of December 3. They will stop at the Roosevelt Hotel and I would appreciate each of you advising me at your earliest convenience who your Los Angeles man is who will handle this matter with the committee, his post-office address and telephone number, and they will be notified by letter or otherwise, of the time of arrival of the committee and where they will stop while in Los Angeles.

Thanking you in advance for complying with this request, I am, with best wishes,

Faternally yours,

FELIX KNIGHT,
Vice President, American Federation of Labor.

In reply to that communication, Mr. Chairman, November 15, 1945:

Mr. FELIX H. KNIGHT,

*General President, Brotherhood of Railway Carmen of America,
Kansas, City, Mo.*

DEAR SIR AND BROTHER: Upon my return to this office after an absence of several days attending a meeting of the labor-management committee, I found awaiting my attention your communication of November 5, wherein you advise that the committee consisting of yourself, Vice President W. C. Dougherty, and W. C. Birthright, of the executive council of the American Federation of Labor, will meet in Los Angeles December 3, to attempt to settle the controversy between

the various craftsmen in the moving-picture industry. And you ask who our Los Angeles man would be to handle this matter with the committee. I am sure you will recall the action of the executive council in Cincinnati was that the trades and representatives of the theatrical stage employees should be given 30 days in which to endeavor to reach a mutual understanding, and if unable to do so, then your committee was to, within the next 30 days, take up your work. I do not know what date you consider the first 30 days' work would begin, but inasmuch as it took some little time to get matters straightened out in reference to the reemployment of men on the same basis, that is, as of March 12, the conference between representatives of our organization and the IATSE did not get started until last week, and whether they will reach a mutual understanding or agree to disagree by December 3, I am not in a position to say.

I will say, however, that we have no representative in Los Angeles to whom we would refer the matter of presenting evidence to your committee to establish for our organization jurisdiction over the work that we claim.

I did not understand at our Cincinnati meeting that your committee was going to meet in Los Angeles. In fact, if I recall correctly you, Brother Knight, was one who stated you could not go to Los Angeles, and I am in that position now. It would be impossible for either myself or any one of our general officers at the general office to be in Los Angeles on December 3 to meet with your committee.

It is perfectly proper, of course, for your committee, if it desires, to go to Los Angeles and look over the situation, as no one could complain against that, but it will not be possible for representatives of our organization to be out there and present evidence to substantiate our claim for jurisdiction, and I would request that before your committee reaches a conclusion that you give us an opportunity to appear before you, either in Washington, D. C., or perhaps you could arrange to have a hearing a few days ahead of the meeting of the executive council in Miami, at which time we would be glad to participate.

In any event, I trust you will not reach a conclusion until representatives of our organization have had an opportunity to be heard.

Fraternally yours,

WILLIAM L. HUTCHESON,
General President.

Under date of November 20, 1945, communication addressed to myself, general president of the Brotherhood of Carpenters and Joiners.

DEAR SIR AND BROTHER: This will acknowledge receipt of yours of November 15, in reply to mine of the 5th, both having to do with the committee appointed by President Green for the purpose of adjusting jurisdictional disputes among the several organizations involved in Hollywood.

I recall Brother Hutcheson asking the question if this committee should meet or hold hearings in Hollywood. The answer was, as I recall, that that was up to the committee.

I also recall stating I did not want to go to California and I asked when the 30 days started. The answer was, "Today." That was the day of the committee's appointment.

After adjournment, I asked several about that, President Green being one of them, and I believe Secretary-Treasurer Meany, and they all appeared to feel that the 30 days started upon that time. At any rate the committee met later in the afternoon and decided to go to Hollywood in 30 days, but due to certain conditions they all could not be there until December 3. I agreed 30 days from the day of the committee's appointment was rushing things, as the strike was not settled that day. However, we are giving them 8 or 9 days' leeway, which should take care of that.

Notwithstanding all this, Brother Hutcheson, the committee will not pass upon the particular items of work in which you are interested, at least until such time as you have had an opportunity to defend the position of your organization.

With personal regards and fraternally yours,

FELIX KNIGHT.

Now, Mr. Chairman, the directive, as it is referred to, was dated December 26, 1945. The first knowledge that we, the general office of the United Brotherhood of Carpenters and Joiners of America had of the findings of this committee, was a notice of the press, an article of news in the press.

I believe, if my memory serves me correctly, that same afternoon we did receive a photostatic copy of their findings. Following that, the meeting in Miami was held—I do not just recall the date, but I suppose that is immaterial—it was held early in January. My objections at that meeting to accepting the directive of the three-man committee was based on the fact that the chairman of the committee promised that I would have an opportunity to appear before them, before they reached their conclusion and wrote their report.

The minutes of the council meeting of the American Federation of Labor in Miami will show—and I will read excerpts from the minutes—I did not think it necessary, Mr. Chairman, to read the whole minutes, just those bearing on this situation.

Mr. KEARNS. Oh, no; they are in the record now.

Mr. HUTCHESON. I want to say this: When the Executive Council of the American Federation of Labor meets in session they do not keep verbatim records of the council meetings, only what they consider to be the more important things, like when a motion is made, and so forth.

Mr. Chairman, in order not to take up too much time of the committee or too much of the record, these minutes show Vice President Knight reported that upon the invitation of President Green—I should go back a little further. This, Mr. Chairman, pertains to after the time when the meeting had gone into session. If you want me to go back and read the whole thing I will.

Mr. KEARNS. No, that is not necessary. It was all submitted for the record.

Mr. HUTCHESON (reading):

Vice President Knight stated the members of the committee are all of one mind and they are not going to change the decision. He stated they are willing to put that in writing as follows:

He submitted a statement here. I will briefly go on through, Mr. Chairman:

Vice President Hutcheson stated that in order not to embarrass the members of the council and President Green he will withdraw the motion he made yesterday but in doing so he would like to make a statement to be included in the record: The United Brotherhood of Carpenters and Joiners of America cannot accept the findings and decision made by the committee appointed by the president of the American Federation of Labor to investigate and make decisions as affecting members of the several organizations employed in the studios in Hollywood, Calif., for the reason that the committee did not give the general president of the United Brotherhood of Carpenters and Joiners of America an opportunity to appear before them when they were giving consideration to the situation.

Vice President Hutcheson made the further statement that: "The United Brotherhood of Carpenters and Joiners of America does not recognize the report of the committee that was selected by the executive council of the American Federation of Labor to make an investigation and award in the controversies in the studios in Hollywood, Calif., as in any way abridging, annulling, or interfering with the actions of the 1920, 1921, and 1922 conventions of the American Federation of Labor or the reports of the executive council of the American Federation of Labor made to those conventions. More specifically all reports of the executive council of the American Federation of Labor made to those conventions, containing reports on the part of the executive council and setting forth actions taken by that body in reference to undertakings and agreements entered into between various building-trade organizations and the IATSE; and more specifically the agreement entered into in July 1921 between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical and Stage Employees."

Vice President Hutcheson stated it would be a fallacy for him to attempt to force members of the carpenters in Hollywood to comply with the decision of this committee unless these members agreed to do so for the reason that if he should tell them they had to do it and they refused, the only procedure he could take would be to expel them from the brotherhood, revoke their charter, and in that case the IATSE would immediately take them as members because they now have some 40 or more expelled members of the carpenters in their organization. So it would be ridiculous for him to try to force the members of the brotherhood.

Vice President Hutcheson stated he had sent word to his local out in Hollywood that it is up to them entirely. If they want to accept this decision it is all right. If they do not want to accept it it is all right. In other words, it is left in their hands.

Now, Mr. Chairman, do you want me to keep on talking before you ask any questions?

Mr. KEARNS. Go ahead.

Mr. McCANN. May I ask one question there, Mr. Chairman?

Mr. KEARNS. Go ahead.

Mr. McCANN. By the fact that you left it in their hands are you indicating that there is—

Mr. HUTCHESON. Mr. McCann, would you come up a little closer, please?

Mr. McCANN. Are you indicating there is autonomy in your local unions?

Mr. HUTCHESON. Mr. McCann, our members have local autonomy. In the various cities where we have local unions, where we have two or more local unions, they must form and maintain a district council which is a centralized authority for all the locals of that locality. Where we have no district council our individual locals have local autonomy to the extent of determining for themselves what their hours, their wages, and their working conditions shall be.

Mr. LANDIS. May I ask a question, Mr. Chairman?

Mr. KEARNS. Mr. Landis.

Mr. LANDIS. The first question was, Did you agree to go along with whatever decision this three-man committee made?

Mr. HUTCHESON. I will answer in this way, Mr. Landis: I was and still am a member of the executive council of the American Federation of Labor and I voted for that procedure. But I just read the objection of our international as to why we could not accept it because they had had no opportunity to present our case. In other words, it was a finding on an ex parte presentation.

Mr. LANDIS. The point I was trying to get at was, if all parties agreed to go along with the decision of the committee, then I wondered why you did not go along.

Mr. HUTCHESON. Because I had no opportunity to present our case to the committee.

Mr. LANDIS. Why did you agree to go along in the first place?

Mr. HUTCHESON. Because I expected the gentlemen would be manly enough to let every contestant or everyone that was involved in the controversy present a case to them.

Mr. LANDIS. How come you did not get to appear?

Mr. HUTCHESON. I just read the statement, Mr. Landis.

Mr. LANDIS. You said you did not get to appear. I wondered why you did not get to appear before the committee before the decision was made.

Mr. HUTCHESON. Because they did not notify me, after I wrote them the letter and after they wrote back and said of course they would give me an opportunity before they reached their conclusion. I took that as being a definite promise that before they wrote up their decision they would notify me and at least give me a short time to appear before them.

Mr. LANDIS. I think that is important to know that you did not get the notice.

Mr. HUTCHESON. That is the evidence I just tried to present. Perhaps I did not present it in a manner that you really understood. If I did not, will you please excuse me but I tried to do the best I could.

Mr. KEARNS. At that point in conjunction with Mr. Landis' question, was there any other international involved in the dispute that did not get an appearance before the committee?

Mr. HUTCHESON. Mr. Chairman, I can only speak for the organization I represent.

Mr. OWENS. May I say with respect to Mr. Landis, probably what he has in mind, Mr. Hutcheson, is that the Cincinnati agreement did provide it was to be done within 60 days. That would be approximately before the end of December. He probably had in mind when they sent the letter to you it might have been assumed you were going to appear before them at some time prior to the last of December, whereas you had mentioned taking it up at Miami, which would have been about 90 days afterward.

In other words, it would have required a change in the Cincinnati agreement in the first instance. I think that is what Mr. Landis has in mind, is it not, Mr. Landis?

Mr. LANDIS. No, I thought if they had the time everybody should have presented their side.

Mr. OWENS. Of course, it was only 60 days.

Mr. HUTCHESON. Congressman Owens, I am not going to assume or try to assume the prerogative to try to say what Congressman Landis had in mind.

Mr. OWENS. I think that is what he had in mind. In other words, you did mention in one of your letters where you asked them to wait until January. If that was true, you would have had to change the words of your Cincinnati agreement.

Mr. HUTCHESON. I only made that as a suggestion. I definitely stated it would be impossible for either myself or any general officer out of the general office to go to Hollywood or Los Angeles. Therefore I said that I would like an opportunity to appear before you perhaps in Washington before you make your final finding.

Mr. OWENS. In other words, sometime within the 60 days?

Mr. HUTCHESON. Yes, sure.

Now let me add this, Mr. Chairman, inasmuch as the Congressman has brought that out: I learned afterward that the committee came back to Chicago and had their final meeting in Chicago when they released their findings. Chicago is only 190 miles from Indianapolis. I could readily, easily, and would have willingly gone to Chicago to appear before them if only for a short time.

Had they done that, I am frank to say I would have been in a position to say to our organization, "I agree to this; we should accept it."

As it was, I could not consistently do so.

Now, Mr. Chairman, do you want me to proceed from there?

Mr. KEARNS. Go right ahead, Mr. Hutcheson.

Mr. HUTCHESON. In April 1946 the United Brotherhood of Carpenters and Joiners of America had our national convention held at Lakeland, Fla., at which time there was a resolution introduced in our convention. The records will show the resolution was accepted by the convention, referred to a resolutions committee; a report was made to the convention and the proceedings were unanimously adopted.

For the record, I would like to read a communication sent to the president of the American Federation of Labor, President Green, by our general secretary, on instructions of our general executive board. The communication reads as follows:

MAY 9, 1946.

Mr. WILLIAM GREEN,

President, American Federation of Labor.

DEAR SIR AND BROTHER: At the Twenty-fifth General Convention of the United Brotherhood of Carpenters and Joiners of America, recently held at the carpenters' home at Lakeland, the following resolution was presented to that convention:

"Whereas the Studio Carpenters Local Union 946, Hollywood, Calif., having been on strike 35 weeks over jurisdictional work rightfully belonging to the carpenters; and

"Whereas the executive council of the American Federation of Labor ordered the termination of the strike and a committee of three, comprised of vice presidents of the American Federation of Labor, was appointed to review the studio situation; and

"Whereas they handed down a directive which would give the work that rightfully belonged to the carpenters to the IATSE: Now, therefore, be it

Resolved, That this convention go on record protesting the action of the executive council of the American Federation of Labor in accepting the report of the subcommittee and ignoring the fact that the general president of the United Brotherhood of Carpenters and Joiners of America was not given an opportunity by the subcommittee of the American Federation of Labor to present claims of jurisdiction for the work in question; therefore, be it further

"Resolved, That this convention instruct the general executive board of the United Brotherhood of Carpenters and Joiners of America to protest to the executive council of the American Federation of Labor against the action of the executive council in accepting the report of this subcommittee in issuing the directive which they did and ask immediate restoration to the United Brotherhood of Carpenters and Joiners of America jurisdiction over work that rightfully belongs to them."

The resolutions committee recommended to the convention concurrence in this resolution.

After many delegates had spoken in support of the resolution and the recommendation of the committee, General President Hutcheson spoke at some length, giving a synopsis of the situation and advised the delegates that he had notified the executive council on behalf of the Brotherhood of Carpenters that we would not accept the report of the committee and in order to keep the record clear he had the following inserted in the minutes of the executive council of the American Federation of Labor at their Miami meeting, last February:

"The United Brotherhood of Carpenters and Joiners of America does not recognize the report of the committee that was selected by the executive council of the American Federation of Labor to make an investigation and award in the controversies in the studios at Hollywood, as in any way abridging, annulling, or interfering with the actions of the 1920, 1921, and 1922 conventions of the American Federation of Labor, or the reports of the executive council of the American Federation of Labor made to those conventions; more specifically, all reports of the executive council of the American Federation of Labor made to these conventions, containing reports on the part of the executive council and setting forth actions taken by that body in reference to understandings and agreements entered into between various building-trades organizations and the IATSE;

and more specifically the agreement entered into in July 1921 between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees.

"The United Brotherhood of Carpenters and Joiners of America cannot accept the finding and decision made by the committee appointed by the President of the American Federation of Labor to investigate and make decisions as affecting members of the several organizations employed in the studios in Hollywood, Calif., for the reason that the committee did not give the general president of the United Brotherhood of Carpenters and Joiners of America an opportunity to appear before them when they were giving consideration to this situation."

At the conclusion of the remarks above made by various delegates, the motion to adopt the report of this committee on the resolution under discussion was carried by unanimous vote.

In conformity with the action the twenty-fifth annual convention unanimously concurring in the resolution presented by Studio Carpenters Local 946, the general directive being seconded to send to the executive council of the American Federation of Labor a copy of the resolution known as resolution No. 60, and presented to the twenty-fifth general convention, and demand immediate restoration to the United Brotherhood of Carpenters and Joiners of America, jurisdiction over work that rightfully belongs to the members of our organization.

Fraternally yours,

FRANK DUFFY,
*General Secretary of the United Brotherhood
of Carpenters and Joiners of America.*

MR. KEARNS. Mr. Counsel, at this point does the record of the Hollywood hearings show where any other international or affiliates on the coast there were denied hearing or denied opportunity to appear before the three-man committee?

MR. McCANN. The testimony of Mr. Doherty shows there were numerous unions that requested the opportunity to appear before the committee, but the committee confined its attention to the seven unions enumerated in the directive—in other words, to those unions that had obligated themselves to be bound by the directive—and would not consider any of the other unions which made application to be heard at that time.

Now that is the testimony of Mr. Doherty, not in Hollywood but here.

MR. KEARNS. That is all right, but were there any of the seven, other than the carpenters and joiners, who were not afforded that opportunity or who probably did not apply for a hearing?

MR. McCANN. No, sir. I have before me, sir, the testimony received by the three-man committee. If I may be permitted to do so I would like to show you which unions were heard and in what order they were heard.

I think, Mr. Chairman, the best way to show what took place in Hollywood would be to read from the title pages of these reference exhibits which were received in evidence, then the record will show which unions were heard by the three-man committee.

MR. KEARNS. This is from testimony taken on the coast?

MR. McCANN. This is testimony taken on the coast.

All these volumes, to prevent repetition, are marked "Hearing before the American Federation of Labor executive council committee, with representatives of"—then follow the names of the unions which were present or testified before them.

The first session on December 4, which was Tuesday, 1945, was given to the Brotherhood of Painters, Decorators, and Paperhangers of America.

The second session on the same day was given to the International Brotherhood of Electrical Workers.

The third session was given to the United Association of Plumbers and Steamfitters of the United States and Canada. That was on the morning of December 5.

The fourth session was given to the International Union of Building Service Employees. That was the afternoon of December 5.

The fifth session was given to the International Association of Machinists. That was on Thursday morning, December 6.

The sixth session was of the United Brotherhood of Carpenters and Joiners of America. That was on the afternoon of December 6.

Mr. OWENS. Do you have an actual hearing for the brotherhood on the afternoon of December 6?

Mr. McCANN. Oh, yes. They heard the Brotherhood of Carpenters, the three-man committee did.

Mr. LANDIS. I thought they were not heard.

Mr. HUTCHESON. Mr. Chairman, excuse me. Could I correct the record to say this: President Knight of that committee, after arriving in California, or some time before he arrived, asked me to have a representative of the brotherhood contact him to be of any assistance that he possibly could. The records Mr. McCann mentions, I believe, will show that our representative, Joe Cambriano, contacted the committee and told them that anything he could do to assist him while he was there, he was quite willing to do so and he was at their service.

But it was with the distinct understanding—and I think the report will show that—he further stated it was with the understanding that he was not representing the brotherhood other than to the extent of endeavoring to assist them and that before they reached a conclusion on the brotherhood's position they were to hear the general president. That is the only reason he appeared before them. I would like to have that go on record.

Mr. KEARNS. Is that so stated in the hearing?

Mr. McCANN. I am not sure, sir, but I have a vague recollection it was. I am not positive and I will not say that it was so stated.

Mr. LANDIS. Mr. Chairman, without reading the testimony, did they give any reason there in the testimony when the carpenters testified, as to work on the sets or anything like that?

Mr. KEARNS. Mr. Hutcheson, do you have the exact place in the testimony on the west coast where they objected to the directive there?

Mr. HUTCHESON. What is that?

Mr. KEARNS. Do you have any testimony there you would like to read from that hearing?

Mr. HUTCHESON. No.

Mr. KEARNS. Mr. Cambriano's testimony?

Mr. LANDIS. The point I want to make was developed in the testimony which the representative of the carpenters gave. Did he give any explanation about work on the sets?

Mr. McCANN. Mr. Chairman, may I answer that, if you do not mind?

Mr. Landis, we have voluminous exhibits which were received in evidence by the three-man committee from all the contesting unions. I tried to find for Mr. Levy on Saturday the exhibit of one of the

unions. Mr. Levy, you will recall you asked for it and I could not find it.

Mr. LEVY. I know the carpenters submitted voluminous affidavits and photographs.

Mr. McCANN. That is correct.

Mr. LEVY. The largest batch of exhibits submitted to the three-man committee was submitted by the carpenters' organization. Those exhibits are in your office, Mr. McCann.

Mr. McCANN. Oh, yes.

Mr. LEVY. They were submitted by the carpenters.

Mr. McCANN. May I proceed and give you the rest of this so it will be in the record at one place?

Mr. KEARNS. Very well.

Mr. McCANN. The sixth session, as I recall, was the afternoon of December 6.

The seventh session was held on December 7. It was with the IATSE. That was Friday morning.

The eighth session was held on Friday. It does not say a. m. or p. m. but it is obviously p. m., with the IATSE.

The ninth session was held on Saturday and it was with the IATSE, which completes the testimony that was received before the three-man committee.

Mr. LEVY. There is a correction. Saturday the committee, including the carpenters and all their representatives, visited the studio.

Mr. McCANN. Excuse me, Mr. Chairman, that has nothing to do with the testimony.

Mr. KEARNS. That is all I asked for.

Mr. McCANN. On Saturday, December 8, 1945, there is a volume of testimony taken from the IATSE.

Mr. KEARNS. Now we go back to Mr. Landis' question.

Mr. LANDIS. The question was, as I understood a while ago, the carpenters did not get a chance to appear. According to this the carpenters appeared on December 6 and gave their side of the story. I wondered about the work on the sets, what part was to go to the carpenters and what part was to go to the stage hands.

Mr. HUTCHESON. Mr. Chairman, in reply to Congressman Landis, my understanding is that our representative, Cambriano, that I directed to contact the committee and assist if he could, did so but with the distinct understanding when he first contacted them it was understood he was only there to render what assistance he could; that no decision would be made until the general president had an opportunity to appear before that committee.

Now it is my further understanding he did go with the group. I believe they went through one studio. I do not have the records here so I am not an authority on that because I am not clear on it; but they did present some pictures of work that was contended for by our members. That was not presenting our case by any means.

Mr. LANDIS. But you knew the committee was meeting; you were supposed to be there, then. Why weren't you there?

Mr. HUTCHESON. Mr. Chairman, have I got to go back and read these communications again to tell him why I didn't come there?

Mr. LANDIS. I want to get this perfectly clear. You knew your carpenter representative was there.

Mr. HUTCHESON. Why I sent him there to help the committee if he could, but not to present the case of the Brotherhood of Carpenters.

Mr. LANDIS. I understood he presented the case, part of the case anyway.

Mr. HUTCHESON. Well, Mr. Chairman, I am like the Dutchman, "macht nicht aus."

Mr. OWENS. Well, Mr. Hutcheson, they did present 75 pages of it. Unfortunately, Mr. Cambriano from the beginning to the ending of the proceeding did not mention anything about the fact that he was not presenting the case of the carpenters in full.

Mr. HUTCHESON. Congressman Owens, let me make this plain to you, if I can in my humble, ignorant way. When he appeared before the committee the first thing he told them was that he was there on instructions of the general president to assist them if he could, but not to present the full case of the brotherhood; further, that it was with the understanding and only on that understanding that he would help—perhaps not that word, but with that meaning—that before they reached a conclusion on the carpenter situation, the general president was to be heard.

With that statement they availed themselves of his services in any way that they thought could be helpful, or at least I suppose that is what they thought.

Mr. OWENS. That may be correct, Mr. Hutcheson. I only looked at the testimony of the carpenters, that 75 pages. It does not show in those 75 pages. It may be that it showed in the beginning of the hearing in the first volume. If so, Mr. McCann may find that, but it does not show in the 75 pages where the carpenters appeared that they reserved any further time.

Mr. HUTCHESON. Let me say this, Congressman: Perhaps you have more time on your hands to peruse things of that kind. I do not have that much time to spare. Therefore I did not peruse that and I am not as familiar with it as you seem to be.

Mr. OWENS. I just looked through that at this moment. I just looked through the 75 pages and not the entire record.

Mr. KEARNS. Mr. McCann, for the Chair's information, on all the other testimony except the Carpenters and Joiners, did the International officer represent them at the hearing? You can give me that at a later time in the morning. I do not have to have that at this moment.

Mr. McCANN. Mr. Chairman, I will say to you as of this time that the only international president I know of who appeared before the three-man committee was Mr. Walsh. I may be in error because I have not examined this with care looking for that point, but I know Mr. Walsh appeared on behalf of the IATSE.

Mr. KEARNS. I think that is a very important point here and I wish you would do the necessary research to find out whether any international president appeared there or not.

Mr. McCANN. I will be glad to do so.

Mr. LANDIS. The way I understand the case is this: In the first place they all agreed to go along with the decision that the committee was going to make; the carpenters were represented by one of the representatives of your union and all the rest of the craft were represented and gave their case or part of their case to the committee. The

decision was made and the directive was made. After the directive was made the carpenters did not want to go along with the directive.

Now perhaps the directive was not clear enough and they had to go back and make a clarification with the board of directors of the A. F. of L.

Now the carpenters' case may not have been presented exactly right but they had the time and I thought everyone knew the committee was meeting and that they would have the time. If I am wrong in that, please tell me.

Mr. HUTCHESON. Congressman Landis, with all deference to your ability, knowledge, and so forth——

Mr. LANDIS. Leave that out.

Mr. HUTCHESON. Let me say this: The carpenters' case was not presented to the committee by a representative of the brotherhood. A representative of the general president was instructed to contact the committee as per their request and assist them in any way he could, but not to attempt to present the case of the Brotherhood of Carpenters.

Mr. LANDIS. But Cambriano was a member of the carpenters?

Mr. HUTCHESON. That is right.

Mr. LANDIS. And a representative?

Mr. HUTCHESON. He did not represent and he did not attempt to do other than to assist that committee. He did not attempt to present the case of the United Brotherhood of Carpenters and Joiners of America.

Mr. LANDIS. Who told him to testify?

Mr. HUTCHESON. Your humble servant, the general president of the United Carpenters and Joiners of America, but I did not tell him to testify. I told him to contact the committee and do such things as they thought might be helpful to them, but not to try to attempt to present the case of the brotherhood.

Mr. KEARNS. Mr. Hucheson, what is the official status and title of Mr. Cambriano on the west coast?

Mr. HUTCHESON. He is the general representative of the United Brotherhood of Carpenters and Joiners of America by appointment of the general president. He is only one of about 90 that we have.

Mr. KEARNS. You may proceed from that point.

Mr. HUTCHESON. Mr. Chairman, I just read the communication sent by the general secretary of the brotherhood to Mr. Green, president of the American Federation of Labor——

Mr. McCANN. Mr. Chairman, may I interrupt a second? I would like to ask if there is any written record on the point that was under discussion a moment ago, if Mr. Hutcheson has a copy of the letter, telegram, or instructions given Mr. Cambiano?

Mr. OWENS. Wouldn't we call that just self-serving evidence?

Mr. McCANN. That would be the best evidence rather than memory, if he had a letter showing what he instructed Mr. Cambiano. That would be better evidence than his memory as to what took place several years ago.

Mr. KEARNS. I do not think there is any necessity of that.

Mr. OWENS. His memory is good enough for me on that point.

Mr. HUTCHESON. Mr. Chairman, I do not want to interfere with your procedure, but I would like to say this: I still want to be helpful. This may clarify it just a little.

I think you can visualize—at least I will try and give you a word picture so that you can—the work of our general office. Now with 90 representatives on the road making weekly reports and in the meantime probably making telephone calls or sending in telegrams, those things are all kept in what we call the reports of our representatives. They are in one file of our office.

Matters pertaining to this, such as I have before me here, copies of the minutes of the meetings of the executive council of the American Federation of Labor, are kept in another file.

I think we could find our files and general offices telegrams sent to Representative Cambiano. We, no doubt, would find in his reports what he did and so forth, but we did not bring that because I did not think they were important.

MR. OWENS. I do not think it would make any difference anyway, Mr. Hutcheson.

MR. HUTCHESON. Thank you.

MR. LANDIS. Did you ask them to postpone the meeting until you could get there?

MR. HUTCHESON. Mr. Chairman, have I got to go back and read this letter again?

MR. LANDIS. That is the way I understood it and they would not postpone it.

MR. HUTCHESON. Mr. Congressman Landis—

MR. LANDIS. Just answer the question, would they or would they not postpone it?

MR. HUTCHESON. I wrote to Felix Knight when they notified me about the meeting and told him it was impossible for myself or any representative out of the general office to appear in Hollywood or Los Angeles. I asked him, however, before the committee reached a conclusion, to give me an opportunity to appear before them. Then I made a suggestion—possibly it could be just before, thinking that the time was very short even though it may have been beyond the 90 days—maybe before they met, we met in Miami. He wrote back and reminded me of the 90 days, but wound up his letter by saying—shall I read it again?

MR. LANDIS. No, I think you have answered it.

MR. HUTCHESON (reading):

Of course, Brother Hutcheson, we will give you an opportunity to confer with our committee before we make our report.

Perhaps that was not a binding contract but as one man to another it was their word, wasn't it, a promise?

Now if a man can't keep his word to me he doesn't amount to very much. If there is anything I hate it is a liar or a man who won't keep his word.

MR. OWENS. Mr. Hutcheson, I did not construe it meant you personally, it could have meant you or some one of your representatives.

MR. HUTCHESON. Congressman Owens, who wrote the letter? Who was the letter written back to? Who was it addressed to according to the record? According to what I put in the record? To William L. Hutcheson, general president of the United Brotherhood of Carpenters and Joiners of America. Who is that? That is that notorious Hutcheson, your humble servant.

Mr. OWENS. In other words, you construed it to be yourself?

Mr. HUTCHESON. Certainly.

Mr. OWENS. But they might have construed that to be Mr. Cambiano?

Mr. HUTCHESON. I am not a college graduate but I have lived long enough to get at least a fair understanding of the English language when you use common, ordinary words.

Shall I proceed, Mr. Chairman?

Mr. KEARNS. Go ahead, sir.

Mr. HUTCHESON. Mr. Chairman, I just read the letter addressed to President Green by the general secretary of the brotherhood. I now have before me here the minutes of the executive council meeting.

The following memorandum was read to the executive council of the American Federation of Labor. I will not further take up the time of your committee because it just recites what I have already read, that Secretary Duffy had sent to President Green:

Vice President Hutcheson stated that this is the unanimous action of the convention of the brotherhood and the situation is worse now than it ever has been and is getting worse. He stated the question arises whether the council wants to deal with it now, or whether the council wants to wait until it gets worse and then do something about it. He further contended that the way things are going now, eventually the carpenters won't have any men in that work at all, and that then the brotherhood will demand the federation do something. He stated they are asking it now.

President Green stated that a feeling apparently exists out there among the local representatives of the brotherhood, which was expressed by one of the delegates to the Lakeland convention.

President Green stated that one of these delegates called on him while he was at Lakeland and stated that it is a very serious situation; that the membership was deeply moved, and that he did not think they would acquiesce in the decision because they claimed the decision had been taken away from them on that work that they had performed for a long period of time. President Green stated he asked him if it had not been an agreement in fact between the IATSE and the carpenters at one time, but he said the situation was different now altogether and he was apparently very much disturbed about it.

The council discussed the matter at length. Vice President Hutcheson stated the carpenters cannot sit idly by and let some other organization do their work. Vice President Dougherty, of the executive committee, stated that the committee did not give the jurisdiction over the erection of sets on stages to the IATSE and nothing else. He stated the committee handed down a decision as honestly and conscientiously as they knew how. He stated that the committee did not want to hurt anyone; that Chairman Knight asked each of the participants to the dispute if they could not come to some agreement or understand so that the committee would not have to hand down a decision. They failed to do it and the committee did hand down a decision.

Vice President Doherty contended that the committee handed down a decision which was definite, final, and binding on all parties. He contended it is not a matter of accepting or rejecting the committee's actions.

Vice President Bugniazet suggested that President Green call up Eric Johnston and advise him that there is a protest of the carpenters that they are being moved off of work in violation of the settlement, and ask him to have it corrected.

Vice President Knight reviewed the case from the time the committee was appointed and went to Hollywood, held hearings with representatives of each of the organizations named in the directive of the executive council, and final decision of the committee.

Vice President Hutcheson protested that he was not given an opportunity as general president of the brotherhood to appear before the committee. The members of the executive council contended they did have a representative there who presented information in support of the petition of the carpenters. The council discussed the matter. It was regularly moved that the chairman convey to Eric Johnston the charges made by the carpenters and the personnel and directors of the studios are displacing the carpenters and giving the carpenters'

work to members of the IATSE contrary to the decision made by the committee that was appointed to settle this dispute; and that he had agreed to see the decision of the committee would be carried out by the studio and requests him to investigate the matter and carry out the decision and see that it is done.

During the discussion that followed, Vice President Hutcheson stated that he would like to call attention to the council members that he had not said anything about decisions being violated; that the action of the convention of the brotherhood is that the carpenters have restored to them that jurisdiction that belongs to them, and that it not be infringed upon. The council discussed the matter.

It was regularly moved that the council recognize the jurisdiction of the carpenters as set forth in their constitution and recognized by the American Federation of Labor and do everything we can to get their jurisdiction recognized.

During the discussion Vice President Birthright pointed out that the committee stated at the Miami meeting that the decision would not affect the jurisdiction of any one of the organizations. It was decided to let the matter rest until tomorrow morning, and then take it up for further consideration.

The council resumed consideration of the protest of the United Brotherhood of Carpenters against the exception of the decision of the executive council committee on the Hollywood jurisdictional dispute. Vice President Hutcheson offered a motion that the council comply with the request of the United Brotherhood of Carpenters and Joiners of America by declaring they recognize the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as set forth in the constitution of the brotherhood, and the proceedings of various conventions of the American Federation of Labor.

Vice President Knight of the Hollywood committee stated the directive and decision made by the committee applied only to Hollywood. He contended that if this action is taken here, others would want the same thing.

Vice President Hutcheson contended that this is just a case of where the council wants to recognize the jurisdiction of the United Brotherhood or not. After some further discussion an amendment was offered to the motion to provide further that action does not interfere with the decision handed down by the Hollywood jurisdictional committee.

Secretary Meany contended that if the IATSE is going beyond the decision and going into the carpenters' field, that would present an entirely new case. If that is the case, he would favor bringing President Walsh before the council for a hearing.

Vice President Hutcheson stated that the delegates to the convention of the united brotherhood felt the general president had been slighted by this committee by their failure to hear him.

Vice President Doherty denied there was any intention on the part of the committee to slight anyone.

Vice President Hutcheson stated that the executive board of the carpenters' reconvenes tomorrow in their recess session and he expects to report back to the board whatever this council does for whatever further action the board may see fit to take.

President Green suggested the matter go over for the present until all members of the council can be in attendance at a meeting and make a further survey of the situation in Hollywood and then let the council consider it again.

It was suggested that Vice President Bates' first motion be amended to read as follows:

"It was regularly moved that the chairman convey to Eric Johnston that the petition made by the carpenters and giving the carpenters' work to the IATSE contrary to the decision made by the committee that was appointed to consider this dispute and that he had agreed to see that the decision of the committee was carried out by the studios and requested him to investigate the matter, carry out the decision and see that it is done; and in addition to the original motion, that we postpone further consideration until a future meeting of the council. In the meantime, authorize the executive officers to go into the situation to correct the jurisdictional mistakes that are being made and make a survey of the matter, and then report back to the council.

"Vice President Hutcheson contended that the brotherhood does not request that at all. The council discussed the matter further. It was then regularly moved and seconded that the request be laid over until the next meeting of the council and in the meantime the president be instructed to investigate the entire situation and report on the same to the next council meeting."

The above motion was carried, Vice President Hutcheson voting "No."

Mr. Chairman, that takes us down now to the August meeting, 1946, of the executive council of the American Federation of Labor held in Chicago, Ill.:

President Green called to the attention of the executive meeting that at the last meeting of the general council a general discussion was engaged in upon a resolution which was brought to the attention of the council by Vice President Hutcheson regarding the Hollywood situation and the council decided that the matter be held in abeyance and in the meantime he would make inquiries as to how the award of the committee of the executive council working in Hollywood.

He stated he delegated regional director of San Francisco, Brother Daniel B. Flanagan, to make a survey of the situation and file a report with the council.

President Green stated that Brother Flanagan complied with the request and has submitted the following report.

Mr. KEARNS. That report has already been submitted in evidence.

Mr. HUTCHESON. Thank you, Mr. Chairman. That will save me the trouble of reading it, and will not fill up the record.

Mr. McCANN. Mr. Chairman, I think it is rather essential in connection with that, for Mr. Hutcheson to tell us about anything else which took place in Chicago, if he knows of anything.

Mr. KEARNS. Oh, yes.

Mr. HUTCHESON. Mr. Chairman, I have just turned over the report of the representative, and was going to proceed from there.

President Green stated that Brother Flanagan had supplemented that report with exhibits such as communications from the representative of the electrical workers, the brotherhood of carpenters, and the plumbers and steamfitters.

President Green stated that two organizations and seemed to be still objecting, the United Brotherhood of Carpenters and Joiners and the International Brotherhood of Electrical Workers; that the objection of the International Brotherhood of Electrical Workers was based upon the interpretation of "running repairs."

President Green stated the electrical workers are willing to accept the interpretation of Vice President Knight of the committee that the IATSE will not accept such interpretation.

Mr. McCANN. May I ask at that point: Was that an interpretation given after the December 26, 1945, decision?

Mr. HUTCHESON. Mr. McCann, not being the gentleman that made the interpretation, I could not answer that question.

Mr. McCANN. Well, it would seem by implication, Mr. Chairman—and I do not believe it appears in the record definitely—that the interpretation of Mr. Knight's must have been after the December 26, 1945, decision. Yet, I do not think there appears in the record anywhere the exact date that the interpretation was given.

Mr. OWENS. Wasn't it August 16, 1946?

Mr. McCANN. No, it was before the August 16 clarification, sir, because this that he is reading from is before August 16.

Mr. HUTCHESON. Mr. Chairman, I did not want to be short with Mr. McCann, but my understanding agrees with the thought you just expressed. Naturally, it followed December 26, 1945.

Naturally, it was prior to the August meeting of 1946, that I am now reading from. Naturally it was before that, because at that meeting of which I am now reading the minutes, President Green read the statement I just read.

Mr. McCANN. Off the record.

(Discussion off the record.)

Mr. LANDIS. One other question. Was the directive given by all three members, was it unanimous?

Mr. HUTCHESON. Oh, they signed it, they all signed it.

Mr. KEARNS. We will stand in recess for 5 minutes.

Mr. HUTCHESON. Thank you, Mr. Chairman.

(A short recess.)

Mr. KEARNS. You may proceed, Mr. Hutcheson.

Mr. HUTCHESON. Reading further from the report of the executive council:

President Green stated that the United Brotherhood of Carpenters have made it clear that said organization has not accepted the directive and for that reason the carpenters are working under protest. In discussing the suggestion made in the report of Representative Flannagan that an arbitration procedure be established, President Green stated that as he understood it from the report the employees in the studio in Hollywood outlined and proposed such a program. President Green stated he does not know whether such a plan is practicable.

Vice President Hutcheson read a telegram which he received from his representative in Hollywood—

"At a meeting with the producers on July 2 terminating a 2-day strike, our people returned to work on July 3 under an interim agreement which was to be in effect until the contract could be signed. At this meeting it was agreed that each studio would operate as they had after the directive and according to their interpretation of the directive. This was to be in effect until the directives had been clarified or an arbitration committee set up to interpret the directive. The work varies at each studio, but in general most studios have interpreted the directive that the set erectors are to erect and build all sets on stages which includes the building of all platforms for sets, cutting stage floors where it is necessary for stairways, sunken gardens, etc. The producers' interpretation is that the set erectors are to build and erect all walls for homes and buildings; they put on novelty siding and prepare exterior walls for homes and buildings; they put on novelty siding and prepare exterior walls for plaster, imitation brick or stone; they also prepare the interior walls which are in most cases finished in Celotex, plasterboard, Masonite, or plywood; they cut roof rafters, shingle roofs and do all other work that could not be classed other than as carpenter work. They also use portable bandsaws and cut-off saws on the stages. The only thing the carpenters are permitted to do on the stages at present time is the hanging of doors, windows, and the usual trim that goes into an ordinary building or home.

"The producers have gone so far as to permit the set erectors to build some sets on stages which are later to be moved to other stages for shooting. Prop-makers local 44 insisting that all bars, backbars, counters, built-in sets, seats, and all types of furniture practical fireplaces and anything in a set but the four walls, roof and floor, are props. They are also including as action props such items as railroad cars, boxcars, boats, wagons, airplanes, and any mode of transportation or any article that moves in a picture, as their work. Local 44 is also doing all miniature work, regardless of scale and claiming anything below normal size as a miniature, even though in many cases these items are used for perspective purposes. In the prop shop they have identical machinery as is used in the mills, such as woodturning lathes, small shapers, drill presses, hand saws, rip and cut-off saws, and in addition to this they often use the mill machinery to get out material for their work. Under the directive, carpenter work is confined to the maintenance of buildings not used for photographic purposes. New buildings are usually let out on contract or they are done by Brotherhood men. We do exterior sets on lots and locations, but even in this work the prop makers are claiming many items such as windmills, water tanks, signs, and many other items. Millwork consists mostly of sash, doors and moldings, and trim for sets. At the present time there are no crafts that have a long-term agreement. All crafts are working under an interim agreement. The set-erectors local 468 is made up of men who took our jobs during the strike and those men who broke the ranks of local 946. Grips local is willing to go through with the agreement that they made with local 946, but are not permitted to do so, since the A. F. of L. directive gave the erection of sets on stages to the IATSE."

Vice President Hutcheson stated that what he told the carpenters' local was that it was up to them to accept or not go along with this finding if the sentiment of their members is that they want the international to do what they have been doing for a number of years, namely, to negotiate with the producers, and get the agreement for them.

Council discussed the matter in detail. Vice President Bates called attention to the motion which was pending before the council at the last meeting and is now up for consideration and reads as follows:

"It was regularly moved that the chairman convey to Eric Johnston the charges made by the carpenters that the personnel and directors of the studios are displacing the carpenters and giving the carpenters' work to members of the IATSE, contrary to the decision made by the committee that was appointed to settle this dispute and that he had agreed to see that the decision of the committee was carried out by the studios and requests him to investigate the matter and carry out the decision and see that it is done."

It was decided to let the matter rest until tomorrow morning then take it up for consideration.

WEDNESDAY MORNING, MAY 26, 1946.

Vice President Hutcheson offered a motion that the council comply with the request of the United Brotherhood of Carpenters and Joiners of America by declaring that they recognize the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as being set forth in the constitution of the brotherhood and the proceedings of the various conventions of the American Federation of Labor. After some further discussion, an amendment was offered to the motion to provide: Further, that this action does not interfere with the decision handed down by the Hollywood jurisdiction committee. It was regularly moved and seconded that the request be held over until the next meeting of the council and that in the meantime the president be instructed to investigate the entire situation and report to the next council meeting.

That latter, Mr. Chairman, is a repetition of the minutes inserted in the August meeting.

I just discovered that.

AFTERNOON SESSION

THURSDAY, AUGUST 16, 1946.

The council resumed discussion of the carpenters' protest against the decision of the Hollywood jurisdiction committee. Vice President Dougherty requested that the amendment which he offered to the motion be considered, that this action does not interfere with the decision handed down by the Hollywood jurisdiction committee.

Vice President Hutcheson contended that this amendment is passed because the brotherhood has not accepted the directive. He stated the international has not accepted, and does not intend to accept it for reasons that had previously been stated and are in the record. The council discussed this question at some length.

Vice President Knight expressed the opinion that this amendment is in order. He called attention to the fact that the council went back to the record of the last meeting of the council when this question was under discussion and took from the minutes of that meeting a motion that was made, and that is the motion to be acted on here. He contended that the amendment was made at the time, and there were no objections raised to it and no question of its propriety, legality, or constitutionality raised, and he stated if we are to take one from the meeting, he did not see how we could avoid the other.

After considerable discussion, Vice President Hutcheson stated if the committee would give to the council a clarification of its intent as set forth in the discussion, he would consider withdrawal of his motion. Secretary Meany called attention to the fact that on March 14, Chairman Knight of the committee wrote to the business agent of the electrical workers clarifying the decision on the question of running repairs.

Mr. ZORN. Excuse me. May the record show—this is not criticism, but simply for the record—Mr. Hutcheson, the statements made after the statement he quoted from which appears at page 784 and 785 of the record in this proceeding, in which Vice President Knight took certain decisions with respect to the decision of the three-man committee.

Mr. McCANN. Would you give those pages again?

Mr. ZORN. Particularly 784 and page 785.

Mr. KEARNS. Do you have those pages, Mr. Counsel?

Mr. McCANN. I have not checked it, but he has a copy of the record, so I assume it is all right.

Mr. LANDIS. You better check that to be sure he is right.

Mr. KEARNS. Mr. Counsel, will you get those particular items, please, and read them?

Mr. McCANN. Will you wait just a moment, Mr. Chairman.

Mr. HUTCHESON. I am waiting for a ruling from the Chairman, sir. I did not know I was to be interrupted by anybody sitting around the room.

Mr. OWENS. I think you are correct in that, Mr. Hutcheson, but generally, I believe, if the chairman feels there is something at that particular time which might avoid a lot of difficulty, it should be done.

Mr. HUTCHESON. I have no objection, so long as the subcommittee members recognize that procedure, Mr. Congressman. I am trying to go along with the committee, so whatever you agree to is O. K. by me.

Mr. McCANN. Mr. Reporter, will you read back the last statement which Mr. Hutcheson made?

(Record read as above recorded.)

Mr. McCANN. May we go off the record for a moment?

Mr. KEARNS. Off the record.

(Discussion off the record.)

Mr. KEARNS. Will you proceed, Mr. Hutcheson?

Mr. HUTCHESON. Thank you.

Mr. Knight stated that when the council met in Cincinnati all of this was gone over. Everybody except Vice President Lewis was there. He stated this committee was handed the directive. It was all-inclusive. There were no conditions or qualifications to the directive. Vice President Knight stated that while he had not meant to be egotistical he did not believe there was any three men in America could go out there in that nasty situation and render a directive that would be more universally accepted than the one the committee handed down last December 26. He pointed out further that the committee was handicapped by having only 30 days in which to do the job.

Vice President Knight stated the committee is not against the carpenters having their jurisdiction.

Off the record, if the gentleman had given me time I would have read this into the record.

Mr. KEARNS. That is obvious.

Mr. HUTCHESON. It seems that the gentleman has possession of minutes of the executive council of the American Federation of Labor which, I understand—I may be misinformed—that your committee was not able to get. I have them. I am a member of the executive council. I don't think, in fact I know, that gentleman over there is not a member of the council.

Now, if he can get them, I cannot understand, Mr. Chairman, why your committee could not get them.

Mr. KEARNS. The committee got them through you, Mr. Hutcheson.

Mr. McCANN. They have already been received in evidence; that is, the three meetings, Mr. Hutcheson.

Mr. HUTCHESON. O. K., but I did not furnish them to the gentleman over to my right.

Mr. McCANN. He is reading from testimony previously received.
Mr. HUTCHESON (reading):

Vice President Hutcheson reiterated his contention made in previous discussion that he was not given an opportunity to appear before the committee.

Vice President Birthright stated that in his opinion if this motion is passed without the amendment it voids the decision of the committee. He stated that the committee in rendering that decision out there did not interfere with the jurisdiction of any international union. After some further discussion Vice President Hutcheson stated if the committee would give to the council a clarification of its intent as set forth in the decision, he would consider withdrawal of his motion.

Secretary Meany called attention to the fact that on March 14, Chairman Knight of the committee wrote to the business agent of the electrical workers clarifying the decision on the question of running repairs.

Vice President Knight suggested that the matter be laid over, and the committee will get together and see what they can do about it. It was agreed that that course be followed.

It does not show what date this is, Mr. Chairman, but I guess that is immaterial. It is the committee of the council.

The committee of the executive council presented its clarification of its Hollywood jurisdictional decision as follows:

CHICAGO, ILL., August 16, 1946.

Pursuant to instructions handed down by the executive council at its session held on August 14, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America as set forth in the following directive dated December 26, 1945, and reaffirmed its previous decision. The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel Flanagan under date of August 9, 1946. According to a brief embodied therein, the Studio Carpenters' Local 946, U. B. C. and J. of A. alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon. Therefore, your committee reiterates and emphasize that the work division set forth in the directive shall be adhered to by all parties concerned. That division reads:

"The United Brotherhood of Carpenters and Joiners of America, the committee rules that the division of work agreement entered into between the United Brotherhood of Carpenters and Joiners of America, the International Alliance of Theatrical Stage Employees, and Moving Picture Operators of the United States and Canada on February 5, 1925, and known as the '26 agreement, be placed in full force and effect immediately. Division of work by United Brotherhood of Carpenters and Joiners of America, section 1, all trim and millwork on sets and stages. All millwork and carpenter work in connection with the studios."

Mr. Chairman, that is just a repetition of the '26 directive:

Under no circumstances did the decision intend to grant over trim and millwork on sets and stages to workmen other than members of the United Brotherhood of Carpenters and Joiners of America. The committee's intention is clearly set forth in section 1: Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, under provisions of section 8, which specifically includes trim and millwork on sets and stages. Sections 2 to 5, inclusive, recognize the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all millwork and carpenter work in connection with studios. All work in carpenter shops.

In view of the alleged violation, the committee hereby directs that all participants in the Hollywood motion-picture studios strictly adhere to the provisions of the directive handed down December 26, 1945.

(Signed) KNIGHT, BIRTHRIGHT, DOHERTY.

At the conclusion of the reading of the report, Vice President Hutcheson stated that he appreciated the efforts of the committee, but he stated they made reference to the '25 agreement.

Vice President Hutcheson contended that the Brotherhood never recognized the '25 agreement and had to suspend the local union that entered into the agreement and the International would never consent to that agreement. He stated that may help to clarify the situation, but according to Organizer Flanagan's report, and according to the information Vice President Hutcheson received from the carpenters' representative, there seems to be confusion in the minds of not only the workers, but the producers as to the interpretation of the decision.

Vice President Hutcheson stated he is wondering if this has gone far enough to clarify that decision. He further said he was hopeful that the committee might come in with a statement that on investigation by the council they find that the directive is confusing reference to the interpretation and then just interpret what they really mean. He further stated the brotherhood cannot accept that directive in reference to the '25 agreement, because it went so far as to withdraw the charter of the local there and not recognize the agreement.

Mr. McCANN. May I interrupt at that point. Mr. Chairman, to ask a question?

Mr. KEARNS. Proceed. Any objections. Mr. Hutcheson?

Mr. HUTCHESON. None whatever.

Mr. McCANN. Mr. Hutcheson, was the '25 agreement ever put into effect?

Mr. HUTCHESON. It was not, as far as the Brotherhood of Carpenters and Joiners is concerned.

Mr. McCANN. It was never put into effect?

Mr. HUTCHESON. It was not.

Mr. McCANN. It appears in the presentation of Mr. Walsh to the three-man committee that the agreement signed in '25 known as the 1926 agreement, was followed by the IATSE and the Carpenters until 1933. Is that true, or is it inaccurate?

Mr. HUTCHESON. It is not. Might I answer that further, Mr. Chairman, by stating I am endeavoring to present what I am presenting now in what you might call chronological order. I will go further into what you have just requested information on, Mr. Counsel, if you will permit me to proceed as I am. I will bring that '25 issue in, then I will go into '26, when the basic agreement was entered into.

Mr. KEARNS. Proceed.

Mr. HUTCHESON. Does that answer your question?

Mr. McCANN. Yes, sir. Proceed.

Mr. HUTCHESON (reading):

The Council discussed the committee's report. Vice President Birthright stated that the committee's intention was not for the IATSE to erect or build the sets, but that when the sets were delivered to the stage they set them there or did whatever was required to put them up. Vice President Hutcheson stated it seemed to him that the council could say that the situation was called to the attention of the council; that the president had an investigation made, was shown in the report that there was confusion as to the interpretation of the intention of the committee. He further stated it would be helpful to the producers to have the committee then spell out what they intended in the directive.

President Green stated that as he understands it, the erection of sets comes under the jurisdiction of the IATSE and the construction of the sets comes under the jurisdiction of the United Brotherhood of Carpenters.

Further discussion was postponed until the afternoon session, as the hour of adjournment had arrived.

Chairman Knight of the Hollywood jurisdiction committee stated: The committee has a report to submit in lieu of what was submitted this morning.

CHICAGO, ILL., August 16, 1946.

Pursuant to instructions handed down by the executive council at its session held on August 15, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America as set forth in the committee's decision dated December 26, 1945, and reaffirms its previous decision.

I better read this to keep it clarified, but it is a repetition:

The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Flanagan under date of August 9, 1946. According to the brief embodied therein, Studio Local 946 U. B. C. and J. of A. has alleged certain violations have taken place where the Carpenters jurisdiction set forth in the directive has been encroached upon. Jurisdiction over the erection of sets and stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in Section 8 of the decision which specifically excluded trim and millwork on such sets and stages. The word "erection" is construed to mean assemblage of such sets and stages or locations. It is to be clearly understood that the committee recognizes jurisdiction over construction work in such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners of America.

Sections 2 to 5, inclusive, recognize the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all millwork and carpenter work in connection with studios; all work in carpenter shops, all permanent construction, and all construction work on exterior sets. In view of the alleged violations, the committee hereby directs that all participating in the Hollywood moving picture studio disputes strictly adhere to the provisions of the directive.

Signed by the three committeemen.

MR. OWENS. Mr. Hutcheson, they say "directive." Is there any date placed on there? Do they show a date?

MR. HUTCHESON. Of what I have just read?

MR. OWENS. When they say "adhere to the provisions of the directive," do they say what directive?

MR. HUTCHESON. No. What I just read was under date of August 16, 1946.

MR. OWENS. That last sentence is very material.

MR. HUTCHESON. Congressman Owens, if you will permit me, this is a discussion that took place in reference to the confusion prior to the action of the executive council, instructing the committee to write a clarification of their directive of December 26, 1945.

MR. OWENS. Then when they say "directive," they mean the directive of December 26, 1945?

MR. HUTCHESON. I take it for granted that is what they are referring to; that is right?

In other words, all through their discussion they refer to the action of December 26, 1945, as the directive.

MR. KEARNS. The hearing will stand adjourned until 1:30 p. m.

(Whereupon, at 11:50, a recess was taken until 1:30 p. m. of the same day.)

AFTERNOON SESSION

(The subcommittee reconvened at 1:30 p. m.)

MR. KEARNS. Please come to order. Mr. Hutcheson will again take the stand.

TESTIMONY OF WILLIAM L. HUTCHESON—Continued

MR. KEARNS. You may continue where you left off, Mr. Hutcheson, if you so desire.

I want to make it clear that during the rest of the testimony this afternoon we will refrain from interruptions. Everybody will have an opportunity to get in his side of the story later, but we would rather let Mr. Hutcheson continue and get his full statement in.

If I need any help from counsel in clearing up any of the questions, I will be only too happy to call upon them.

Mr. HUTCHESON. Mr. Chairman, I have here a copy of the clarification [reading]:

Chairman Knight, of the Hollywood jurisdictional committee, stated the committee has decided to report in lieu of what was submitted this morning, i. e., Chicago, Ill., August 16, 1946. Pursuant to instructions handed down by the executive council at its session held on August 15, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America as set forth in the committee's decision dated December 26, 1945, and reaffirmed its previous decision.

You will note, Mr. Chairman, in the minutes there they now say "decision" instead of "directive," so they use both terms. In the minutes I just read they refer to their decision rather than their directive. [Continuing:]

The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel F. Flanagan under date of August 9, 1946; according to a brief embodied therein, Studio Carpenters 946, U. B. C. and J. of A., alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon. Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in section 8 of the decision, which specifically excluded trim and millwork on said sets and stages. The word "erection" is construed to mean assembling of such sets on stages or locations. It is to be clearly understood that the committee recognizes jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners of America's jurisdiction.

Sections 2 to 5, inclusive, recognize the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all mill work and carpenter work in connection with studios; all work in carpenter shops, all permanent construction, and all construction work on exterior sets. In view of the alleged violations, the committee hereby directs that all participating in the Hollywood motion picture studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

Signed by the committee.

Vice President Hutcheson stated the writing of the committee's memorandum can be interpreted in such a way as to cause confusion. He stated in building-trades languages the word "erection" is used in connection with the building of a building. He stated the committee, as he sees it, has tried to clarify that and stated the carpenters have all mill and trim work. He stated that trim on an ordinary building is made in the mill. He stated the carpenters contended the IATSE members of the mechanics' union are doing carpenter work, as he read in the telegram from the carpenters' representative in Hollywood this morning.

Vice President Hutcheson stated the carpenters produce what is referred to as a set, which is used in pictures, then removed and stored for future use. If it can be used again the same way, the carpenters are making no claim for that, but from the telegram read this morning from the carpenters' building representative, the IATSE claims the committee decision gave them the erection of sets on stages.

President Green stated he understands that Chairman Knight had said that the committee intends to say the carpenters build the sets and deliver them to the stage, and then the members of the IATSE set them up.

Vice President Hutcheson stated that he has said over and over again the carpenters claim this work when the sets are built on the stage. He contended that the word "erection" is going to cause confusion.

Vice President Hutcheson contended the committee used the word "erection" as to mean the assembling of sets on stages and locations. He stated if they can add two words to that it would clarify it, by adding "already built." He stated then that would be a clarification.

Vice President Doherty stated he would vote "no" to this addition.

Vice President Birthright stated he thought the committee covered it the best way they could.

Vice President Knight contended that is what the committee has said.

Vice President Hutcheson denied that the committee had done so.

Vice President Hutcheson referred next to the last two paragraphs of the clarification report and asked the committee if it is the committee's interpretation or finding as giving to the carpenters all carpenter work.

Vice President Knight stated the committee says so there.

Vice President Hutcheson stated if that means all carpenter work, that is O. K.

It was regularly moved by Vice President Lewis that the interpretation be placed in the records of the council, and the council thank the committee and Vice President Hutcheson for the abatement of this controversy.

Vice President Hutcheson expressed the opinion that the producers should get a copy of this interpretation.

Vice President Lewis pointed out that it becomes the official record.

Vice President Knight stated that Vice President Hutcheson brought this in here and now it is a matter of record of the council, and he stated he thought the secretary of the federation should send sufficient copies out to Hollywood to everybody concerned.

The Chair ruled that the motion offered by Vice President Lewis would be recorded in the minutes as a substitute for the motions that were pending.

Now, Mr. Chairman, right there let me say this: It is not in these minutes, because, as I stated, they do not record all discussions that take place in the council meeting.

The question of the propriety, you might say, or the right, of the executive council to instruct or request of the three-man committee to make an interpretation of their decision or directive—whichever they please to call it—was not a proper procedure. However, in the discussions it was pointed out that there had been precedents established in the procedure of the affairs of the American Federation of Labor. Two precedents were cited. One was a question that had arisen between the engineers and the teamsters in the building trades department of the American Federation of Labor.

It was pointed out that that question was referred to a committee of three who were members of the executive council of the building trades department of the American Federation of Labor. That committee consisted of Richard Grey, representing the bricklayers, now the president of the building trade department; the president of the electrical workers, Mr. Dan Tracy, who is now again president of the electrical workers; and your humble servant.

The three of us held meetings, in which the engineers and the teamsters submitted their briefs and statements as to why they were claiming the work at issue. After hearing them, by unanimous agreement they made a finding—or decision, if you please—and submitted it back to the executive council of the building-trades department. It was passed on to the two contending organizations. They accepted it, if my memory serves me correctly, within the next year, or probably 8 or 10 months thereafter.

The teamsters came to the committee of three and asked that we give an interpretation of our decision. We listened to what they had to say and gave them a clarification of our decision. They accepted it. It is a matter of record, I believe, in the building-trades department, but the two organizations have followed it ever since.

Mr. OWENS. Before you pass that, Mr. Hutcheson, do you have the terms of the original agreement by which they held their meeting, as to whether it was supposed to be final and binding?

Mr. HUTCHESON. I do not have with me, Congressman—the copies. I am just citing now from memory.

Mr. OWENS. That would be very important, in my opinion.

Mr. HUTCHESON. They merely agreed the committee of three would be selected, and they would accept their finding.

Mr. OWENS. I do not mean important to us, but important to the body that would ultimately have to make the decision in the matter.

Mr. HUTCHESON. I cannot answer that, because I do not have the records before me.

Mr. KEARNS. Could you furnish those records?

Mr. HUTCHESON. No.

Mr. KEARNS. Didn't you hand down a written decision?

Mr. HUTCHESON. They are records of the building-trades department, and I question—and, in fact, I know, I am a member of that council—I know the secretary does not keep back minutes. It is possible in the records of the department that the findings of the committee I just referred to are no doubt on record.

Mr. KEARNS. You did not hand in any written report as a member of the committee that was going to decide this?

Mr. HUTCHESON. The committee of three?

Mr. KEARNS. Yes.

Mr. HUTCHESON. I believe our report was written. It was very brief, though—I might say that—because that is the practice of building-trades men.

Mr. KEARNS. Mr. Owens, unless we had that in writing it would not mean much, would it?

Mr. OWENS. In the agreement that was made at Cincinnati, as I understand, it had the words included in there that the decision was to be binding upon the parties as finally adjudicated.

Mr. HUTCHESON. I think that same language is used in the case I am referring to; if not the same words, meaning the same.

Now let me go a step further.

Another precedent was established within the executive council of the American Federation of Labor while the machinists were still in affiliation. The controversy was between the machinists and the hoisting engineers. A committee was asked for by President Brown. A committee was appointed from the executive council of the American Federation of Labor, a committee of three. They brought back their report; and, as I recall, it was understood that was to be accepted and binding on the two contending parties.

At the next meeting, as I recall, of the executive council of the American Federation of Labor, Vice President Brown, who was then a member of the executive council of the American Federation of Labor, asked for a clarification from the committee of three who made that report, and the executive council complied with the request and requested the committee to bring in a clarification of their report; they did so, and it was accepted.

So, going back to August 16, 1946, that discussion came up in the executive council, as I have related. It is not recorded in these minutes because of what I have said about not making the minutes verbatim.

Those two precedents were cited and accepted by the council, and the council from that discussion came to the conclusion that they had a perfect right to ask this committee for a clarification.

Further precedent is shown right in the proceedings, and I think I read this morning where it was brought out that on a request of the electricians that in March or April—I don't know which, but the record will show—the electricians asked Chairman Knight of the committee to make a clarification as to running repairs and he complied with it. Those things were all pointed out. As I say, the executive council of the American Federation of Labor came to the conclusion that they were not setting a new precedent of procedure, but had a right to ask the committee to make clarification.

Mr. McCANN. Mr. Chairman, at this point may we request Mr. Hutcheson to have a search made, if possible, of the records of the executive council of the American Federation of Labor, to secure excerpts showing exactly what the authority of the committees were in both of these cases and the decisions made by the committees, and then the clarification that was thereafter made? If it is possible we would like to have those submitted, Mr. Hutcheson.

Mr. HUTCHESON. Mr. Chairman, as stated heretofore, I want to be helpful to the committee, but I would not be able to get anything more, Mr. McCann, than I have right here before me now.

Mr. McCANN. Mr. Hutcheson, when the dispute arose that you have referred to with respect to the machinists, before the executive council of the American Federation of Labor, which was prior of course, to the time that you were arguing there were precedents, would not the minutes of the executive council of the American Federation of Labor show: (1) That there was a dispute; (2) the authority of the committee appointed to settle the dispute; (3) the nature of the settlement; and (4) the clarification that was later made.

Wouldn't the counsel minutes show that?

Mr. HUTCHESON. I can only say this in reply to your inquiry, I imagine it would. But whether it does or not I cannot say. If you will excuse me, I do not think that kind of a burden should be put on me to go back into those records to find out.

If you want to question my statement as being authentic, I would suggest your subpoena all those minutes from the executive council and go through them.

Mr. McCANN. Mr. Hutcheson, we are not questioning your statement. We are simply requesting that since we do not have access to the executive council minutes, and if you knew what an effort we made to try to get them before Maurice Hutchinson sent them to us, you would realize Mr. Meany did not assist us in securing access to those records.

I thought perhaps in your office someone might be able to find that, and it would be helpful to us. We do not want to put any burden on you at all.

Mr. HUTCHESON. Mr. Chairman, if it is agreeable to the committee and the chairman requests that we make a perusal of those minutes, I will try and see that it is done, but I want to warn you now it is going to take some time.

My memory now does not register as to what year it was, and how far back it was. Naturally it was before this period we are talking about now.

Mr. KEARNS. Naturally, you referred to them, so that is merely to sustain your testimony. That is the reason they would be requested.

Mr. HUTCHESON. In other words, my testimony is going to be questioned as to veracity?

Mr. KEARNS. No, no. Inasmuch as we have this directive showing that there was a written statement made and the contract was agreed to by the parties involved, then a clarification was issued. If we had another written document to compare to that which would be comparable to that it would show clearly the situation.

Mr. OWENS. May I chime in on that, Mr. Chairman?

Really I think what counsel has in mind—remembering that I mentioned what Mr. Landis had in mind before—is that it goes under what might be classed as the best evidence rule. In other words, if this other original document is in existence, it is the best evidence, and because you are the one who is contending for a custom which permits what took place in August 1946, rather than have the court interpret it, which is the general arrangement under the law, if they do not have the arrangement in the contract, therefore inasmuch as you are pleading this custom, the minutes would be the best evidence. If that is not available then your own statement as to what you remember would naturally be the best evidence.

Mr. HUTCHESON. Mr. Chairman, I am going to say again, if anyone doubts my veracity they have my consent to investigate and find out whether I have told the truth or whether I have not. I did not come here with the thought of reciting what took place with the thought in mind that I was going to burden myself with further obligations to look into some record that to me is irrelevant insofar as the Hollywood record is concerned.

Mr. KEARNS. Well, you may use your own judgment about that, whatever you want to do. This precedent you are referring to did not pertain to the Hollywood settlement.

Mr. HUTCHESON. It did not, it only pertained to the matter of precedent followed by the Executive Council of the American Federation of Labor, as well as the executive council of the building trades department, which is a part of the American Federation of Labor.

Mr. KEARNS. We will leave it to you, Mr. Hutcheson, as to whether you want to furnish it for the record or not. I cannot do anything more about it.

Mr. HUTCHESON. Well, I will wait until somebody accuses me of perjury or something of that sort.

Mr. OWENS. Nobody is going to accuse you of that.

Mr. HUTCHESON. I don't know. In my lifetime I have been accused of a lot of things.

Now, Mr. Chairman, I want to say something with respect to what has been referred to, as I understand, the 1925 agreement. I mentioned this morning I would endeavor to pick that up.

In 1925, our then local in Hollywood, local 1692, entered into an understanding and agreement as between that local and local 37, IATSE. That was in 1925. I understand that is already in your record. It is referred to, anyway, in the three-man committee's report.

Mr. OWENS. That was February 5, 1925?

Mr. HUTCHESON. It does not say here. It says, "Agreement entered into between local union 1692 and local union No. 37 of the IATSE in '25."

Just a moment. Mr. Cobb has just called it to my attention. It is in the first paragraph, but it was in such fine print I had not noticed it [reading]:

This agreement entered into this 5th day of February 1925—

That is right.

Mr. Chairman, that was signed by the recording secretary and the president of our then local 1692. It was also signed by the business agent of local 884 of the brotherhood and signed by William Donohue, S. B. Newman, John B. Riley, and Cleve Beck of the IATSE.

When that agreement came to the general office, Mr. Chairman, for consideration and approval, approval was refused. The local was told to abrogate the agreement, it would not be approved by the general office.

They were obstinate in reference to it and their charter was revoked because of that and the present local 946 was instituted and took their place.

Now, Mr. Chairman, I understand a question asked me this morning was: Was that agreement recognized and in effect from 1925 to 1933, and I said it was not.

Following in sequence, Mr. Chairman, in the year 1926, on November 29, 1926, the original I am reading from, which is the original basic studio agreement dated November 29, 1926:

Agreement made this 29th day of November 1926, between such persons, firms, or corporations engaged in the production of motion pictures as may become parties hereto by signing this agreement or a copy hereof, hereinafter called producers and the International Alliance of Theatrical Stage Employees, the International Brotherhood of Painters, Decorators, and Paperhangers of America, the United Brotherhood of Carpenters and Joiners of America, the International Brotherhood of Electrical Workers, and the American Federation of Musicians, hereinafter called the unions: Witnesseth,

1. The union shall select a committee of five members who shall be presidents of international or national unions, affiliated with the American Federation of Labor, referred to hereafter as the international committee, which shall represent the unions in questions arising between the unions and the producers at the several studios of the latter.

2. The producers shall appoint a committee of five members, hereinafter called the producers committee, to meet with the international committee at regular intervals and otherwise at the joint call of the chairman.

3. The international committee and the producers committee shall jointly hear or consider all requests or grievances or other questions affecting wages, hours of labor, or working conditions in the studios of the producers which have failed of local adjustment, and any other matters as to which such joint consideration will tend to avoid misunderstandings or will tend to improve the condition of the industry and of its employees.

Any officer representing a union or any producer shall have the right to be present at a hearing, the subject matter of which the interests of the organization or especially concerned, are to bring before the committees sitting jointly any question which may in his judgment require consideration or adjustment.

4. The international committee and the producers committee acting jointly may make rules for the local adjustment of requests or grievances for arbitration of or hearing of request or grievance before or after they are acted on by the international's committee and the producer's committee, or similar matters of procedure. Any union or any producer may withdraw from this agreement upon duplicate written notice mailed to the chairman of the international's committee and also to the chairman of the producers' committee; as to parties hereto not so withdrawing, this agreement shall terminate at the expiration of 2 years from its date unless sooner renewed.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, by William F. Canavan, president.

International Brotherhood of Painters, Decorators and Paperhangers of America, by George F. Hedrick, per Charles E. Lessing.

United Brotherhood of Carpenters and Joiners of America, by John Flynn, general representative.

International Brotherhood of Electrical Workers, by James P. Noonan, per A. W. McIntyre, representative.

American Federation of Musicians, by Joseph N. Weber, president.

Producers' Distributing Corp., by F. C. Munroe, president.

Universal Pictures Corp., by R. A. Cochrane, vice president.

Metro-Goldwyn-Mayer, by N. M. Schenck, vice president.

Fox Film, by W. R. Sheehan, vice president.

First National Pictures, Inc., by S. Spring, secretary-treasurer.

Famous Players-Lasky Corp., by Elek John Ludvigh, secretary-treasurer.

FBO Studios, by J. I. Snitzer, vice president.

Warner Bros. Pictures, Inc., by Albert Warner, vice president.

Educational Films Exchange, Inc., by E. W. Hammons, president.

RULES OF PROCEDURE

Under motion picture agreement of November 29, 1926, the following rules are adopted by the international committee and the producers committee, representing all the signatories to the above agreement as of the 14th day of December 1926, their purpose being to establish the principle of cooperation and adjustment, it being understood that they are subject to amendments or additions, as occasion may arise.

1. The international committee may appoint agents, delegates, or officers who shall have authority in dealing with the separate managements of the studios of the producers as may be expressly delegated to them by the international's committee. The relations of the unions with the producers and with the separate managements of their studios as matters affecting wages, hours of labor, or working conditions are to be carried on exclusively through the international's committee, except where the organic law of the union does not permit such procedure.

2. The international's committee and the producers committee shall each select a chairman. Communications to either committee may be addressed to its chairman.

3. The international's committee and the producers committee shall each appoint and select a secretary or some other agent designated for the purpose who have an office in Los Angeles. Grievance or requests for other matters arising out of the agreement which have failed of immediate adjustment at any studio shall be reported by each side to its own secretary or agent who shall confer with the secretary or agent of the other side.

Each secretary or agent shall make an independent inquiry into the facts and report them to the chairman of his committee with his suggestion or recommendations.

4. The chairman jointly may order a hearing on any subject, either before or after it has been brought to the attention of the full committees, to be held at such place and time and by such person or persons representing their committees as they may decide. Any person affected by the decision of such person or persons shall have the right of appeal to the committee for their future action. Each committee may make its own rules as to the alternates in other matters affecting its own organization or functions.

5. Additions to or amendments of the rules may be made from time to time by the joint action of a majority of each committee. By a vote or agreement in writing any of the foregoing rules or rules hereinafter adopted may be cancelled and thereby made of no future effect by vote or written agreement of a majority of either committee, notice of the same being given in writing to the chairman of the other committee.

Now, Mr. Chairman, that shows the formation and set-up of what has been referred to over a period of years as the basic agreement.

Now, from time to time as per that agreement, meetings were held as between the two groups. The agreement was amended.

The records will show, Mr. Chairman, that from that time in 1926 on, the basic agreement was recognized and was in effect.

As an illustration, here I have dated in November:

Extending agreement to November 29, 1931. The agreement made the 29th day of November 1926, between the unions named therein and the producers named therein, is hereby renewed for a period of 3 years from the 29th day of November 1928, subject to all the terms and conditions thereof, and to any arrangements between the parties which have been made since the 29th day of November 1926.

Signed by the Painters International, by Charles B. Lessing; the United Brotherhood of Carpenters and Joiners, by A. W. Baker; by A. W. McIntyre for James Noonan, president; A. F. of M., Joseph Weber, president; the IATSE, William F. Canavan; Universal Pictures Corp., Cochrane, vice president; Metro-Goldwyn-Mayer, N. M. Schenck; National Pictures, Inc., W. C. Boothby; Famous Players-Lasky, S. R. Kent; FBO Studios, Inc., J. I. Snitzher; Pathe Exchange, Inc., Carleton Brown; Warner Bros., Albert Warner; Educational Film Exchanges, E. W. Hammons; Fox Film Corp., Jack E. Leo.

Now, Mr. Chairman, that was in 1928. There were various other meetings held.

Here is one dated November 15, 1935. Mr. Chairman, there are other meetings in between that I will not clutter up the record with them. I am just skipping along to show the basic agreement was still recognized.

NOVEMBER 15, 1935.

The agreement made the 29th day of November 1926, between the unions named therein, the producers named therein, and subsequently extended as of March 14, 1934, for a period of 2 years, is hereby renewed, from the 14th day of March 1936 for a period of 5 years, to the 14th day of March 1941, between the parties who are now so signatories thereto, subject to all the terms and conditions thereof, and to any agreement between parties now signatories thereto, which have been made since the 29th day of November 1926.

The mechanics' wage scale and working conditions which was agreed upon as a minimum scale for the motion-picture studios of Los Angeles, Calif., and vicinity, parties to the motion-picture agreement of November 29 and 26, with subsequent revisions, additions, and amendments, with particular reference to the amendments of August 18, 1933, and of January 19, 1934, are hereby declared and agreed to be extended for a period of 5 years from March 14, 1936, to March 14, 1941, unless changed or amended, and shall continue in effect unless terminated in the manner prescribed under the rules of procedure and the motion-picture agreement of November 29, 1926, affecting the parties now signatories.

Approved:

PAT CASEY,

Chairman of the Producers' Committee.

WILLIAM L. HUTCHESON,

Chairman of the International's Committee.

Mr. OWENS. Mr. Hutcheson, apropos of that date you mention there that it was to begin in March of 1936—

Mr. HUTCHESON. What did you say?

Mr. OWENS. You mentioned that agreement was to begin in March 1936. Did you have a meeting with George Brown in 1936, with reference to this matter?

Mr. HUTCHESON. Do you want me to go into that?

Mr. OWENS. I will ask a question.

At that time did you ratify the agreement of February 5?

Mr. HUTCHESON. Mr. Chairman, I want to have a direct ruling on that. I want to know whether this subcommittee wants me to go into that matter.

Mr. OWENS. I want to know whether you ratified it with Brown.

Mr. HUTCHESON. I am not going to answer the question "Yes" or "No." I want to explain—if your chairman wants me to go into that.

Mr. OWENS. I do not want a "Yes" or "No" answer. I want you to explain whatever answer you give.

Mr. KEARNS. The point I am bringing up, Mr. Owens, you referred to this 1925 agreement that they went into.

Mr. OWENS. Yes; and the fact of whether or not they ratified it.

Mr. HUTCHESON. Mr. Chairman, I came here to help the committee and you have asked the question. If you want me to go into it, I will go into it right now.

Mr. LANDIS. Mr. Chairman, I would like to suggest the gentleman can answer it either way he wants to, and that would satisfy the committee.

Mr. KEARNS. No objection.

Mr. LANDIS. I think he should have the choice.

Mr. HUTCHESON. Mr. Chairman, I think I would prefer to confer with the committee before I start out on it. I have no objection, don't misunderstand me.

Mr. OWENS. Well, the statement is already in the record, Mr. Hutcheson.

Mr. HUTCHESON. Not the statement I would have to make, that is not in the record. I don't mind telling you that now.

Mr. OWENS. When I asked the question I did not know it had such great importance.

Mr. HUTCHESON. It may not have. That is depending upon where you sit, your viewpoint.

Mr. OWENS. I have absolutely no viewpoint in the matter, Mr. Hutcheson.

I realize this, Mr. Chairman, that in a way this committee is going into matters which might involve litigation in courts, because after all this is a matter that, in my opinion, has to be concluded in a court, rather than here. For that reason we should be careful. If Mr. Hutcheson does not care to answer the question, feeling it might jeopardize his position if the matter should come to court, I would have no objection to his refusing to answer.

Mr. LANDIS. Mr. Chairman, just one observation briefly.

Mr. KEARNS. Yes, sir.

Mr. LANDIS. I have heard it said by some that they were not allowed to answer the questions fully or in the way the witness wanted to answer the question. That is not the impression of the chairman, and that is not the impression of our committee. I think a witness is entitled to answer the question in full, or he can refuse to answer any question.

Mr. KEARNS. Yes; as I told you out there, Mr. Landis, and also here, I have felt that any matter not pertaining to the labor issue in the question I have avoided. However, if you as committee members feel we should go into this, I am sure the chairman would be very glad to acquiesce to the Members of Congress.

Mr. LANDIS. I just want to make one brief observation on that. We have had two criticisms. One was that they were not allowed to answer the question in full. I believe since I have been here everybody has been entitled to answer the questions in full. If anyone

wants to be heard again in order to give a full and complete answer, I know the committee wants to be fair and would give all sides a chance to answer their questions in full.

The second complaint I have heard is that they say they have stayed away from the Communist angle. If the Communists have caused this jurisdictional dispute, that is, if any Communist leaders have, we have always had that brought out.

Mr. HUTCHESON. Congressman, could I ask a question there?

Mr. LANDIS. Yes.

Mr. HUTCHESON. You mentioned communism.

Mr. LANDIS. Yes.

Mr. HUTCHESON. Is communism recognized by the Government as being a political philosophy?

Mr. LANDIS. Well, not as far as I am concerned it is not, or any individual—

Mr. HUTCHESON. I want to know whether our Government recognizes it as a political philosophy.

Mr. LANDIS. Any organization, or any individual, that believes in the overthrow of the United States Government by force has no business here.

Mr. HUTCHESON. You are getting quite adept, Congressman, at evading a question.

Mr. OWENS. I can answer that question for you, and the answer is "No."

Mr. HUTCHESON. The answer is "No"?

Mr. OWENS. Yes.

Mr. HUTCHESON. They do not?

Mr. OWENS. Yes.

Mr. HUTCHESON. Excuse me for going off the record, but I want to get a little information, Congressman.

Why do they permit them to have candidates on the ballot?

Mr. OWENS. They do not. That is the Communist Party of the United States.

Mr. HUTCHESON. Ain't they Communists?

Mr. OWENS. I don't know. Do you, Mr. Hutcheson?

Mr. HUTCHESON. I don't know. Not being a politician or member of that party, I do not know. I thought perhaps, Congressman, I might get some information from you gentlemen who the people of the United States have elected to send down here to Congress and enact laws for we Americans to follow. I thought perhaps I could get a bit of information.

Now, do not misunderstand me. I am not trying to be sarcastic, or anything of the kind, but I have lived quite a number of years. I hope to be able to still learn something for every day I live, so I would like to have some information on that.

Mr. OWENS. The reason I said that is that I made an objection on the floor at the time they used the words "Communist Party" in one part of the labor law. I stated there was no necessity for using the words "Communist Party," because by the use of the term any group that has for its purpose the overthrow of the American Government by force or violence, that description alone would be sufficient, because it happens to include the Communist Party of the United States, and we had no proof that that party was included.

Mr. HUTCHESON. May I bring out just one more point from the Congressman.

If your answer be correct when you said "No," then why does the Taft-Hartley law carry a provision that if we of labor want to avail ourselves of the privileges of that law, we have to sign an affidavit that we are not a Communist? Now, why do we have to do that, if they are not recognized as a party?

Mr. OWENS. We know what the principles of the Communists are. That has been told to us.

Mr. KEARNS. Mr. Owens, you are speaking for yourself?

Mr. OWENS. I am speaking for myself. I said that. The House of Representatives decided to put the words "Communist Party" in that provision. Now, whether they have made a mistake or not will have to be determined by the courts later, but I gave you an answer to what I thought about it.

Mr. HUTCHESON. Mr. Chairman, I did not want to start some controversy.

Mr. LANDIS. I want to speak a little on that, too.

Mr. HUTCHESON. Fine, we are going to get some information yet, I can see that. I realize, Congressman, that our Congressmen from Indiana are among the most intelligent Congressmen in Congress.

Mr. LANDIS. Well, I thank you for that.

Mr. HUTCHESON. Are among—don't overlook my word "among."

Mr. LANDIS. The States have the right as to political parties. The Communist Party has not been outlawed federally, because the States have jurisdiction over political parties in elections, and of course, the political party is recognized.

As far as I am concerned, I would outlaw it. We have some bills in Congress to outlaw the Communist Party so long as they believe in the overthrow of the Government of the United States by force.

The complaint I had was that Herbert Sorrell was a Communist under the name of Herbert Stewart. That is one complaint which came to me from the outside. Now, I would like to know.

Mr. HUTCHESON. Could I interrupt your line of thought? As the Congressman from Indiana, do you believe that?

Mr. LANDIS. Well, I would not know, but that is what we are here to find out. He is head of some of the locals out there and probably some of the other fellows belong.

Mr. McCANN. Mr. Chairman—

Mr. KEARNS. Just a minute, please, Mr. Counsel. Mr. Landis, I want to make it clear. We will let Mr. Hutcheson proceed, but in all fairness to Mr. Walsh and Mr. Levy, his counsel, whom I have cut off many times when we got into this angle of it, they too will have ample time to explain their side as to any statements made here pertaining to the president here.

It is fully understood if we take time out now to go into this Brown angle of it, we will give everybody proper time to explain it. Is that all right with you, Mr. Landis?

Mr. LANDIS. That is fine.

Mr. McCANN. Mr. Chairman, may I be heard on this subject?

Mr. KEARNS. You may.

Mr. McCANN. I speak with great deference, Mr. Landis, Mr. Owens, and Mr. Chairman, on this proposition, but the committee appointed

by the Honorable Fred A. Hartley, which consisted of Mr. Kearns, was definitely given power to look into problems causing the strife in Hollywood, and the policy was established by the chairman at the beginning of that hearing and has been adhered to for approximately 40 days of hearings, that we would not go into the issue of Brown and Bioff on the IATSE side, and that we would not go into the issue of communism on the other side.

Now, Mr. Chairman, I just work for the committee. I have nothing to do with the making of its policies. We have cleaved to that line up to this time and as your staff representative I want simply to say that during all of the experiences to date, I have never heard, either directly or indirectly, the carpenters' union charged with being infested with communism, and we are hearing from the president of the carpenters' union.

It is my understanding—and if I am wrong I hope I may be corrected—that the carpenters require that every member of their union shall be a citizen of the United States or at least that they shall have made application for citizenship.

Mr. HUTCHESON. That is correct.

Mr. McCANN. I believe it is undesirable to open the doors and be faced with the problem of receiving the documentary evidence which has been offered by the IATSE and which the chairman has refused to put in the record, in which name after name has been called and person after person has been charged with communism, because it was our thought—whether right or wrong—that the Committee on Un-American Activities had jurisdiction over the investigation of communism in the country and that we should not get mixed up in that problem.

Mr. LANDIS. I want to say that in our hearings on the Taft-Hartley bill we investigated the Allis-Chalmers case. One of the most important parts of that case was where it was alleged to be a communistic strike. They cleared up that case out there. They have taken over, changed officers, and thrown out the Communist officers.

I do not accuse the carpenters of having any Communists among them, but if we have clear cases in our labor hearings as in the Allis-Chalmers case and help to boot out the Communists there, I think this committee will have done a service. If we can do that in this case, boot out any Communists, if there are any, in any labor organization out there, I think it would be a service to the country to get rid of them.

Mr. OWENS. Mr. Chairman, as one who handled the Allis-Chalmers case, I know Mr. Landis has spoken correctly, but Mr. McCann's statement is not pertinent to the issue of the question.

Communism was not raised by my question, Mr. Chairman. The reason I asked the question was because in the directive of December 26, 1945, it specifically referred, giving the carpenters jurisdiction over certain work, to the agreement of February 5, 1925, which was called the 1926 agreement.

When Mr. Hutcheson, in explaining the situation went back to show that the A. F. of L. counsel rejected that agreement of February 5, 1925—I will go into that later by other questions—and then made an agreement in 1926 which had been carried up at least to the point where it was extended for a number of years, from March 14, 1936,

up, which would indicate it was the 1926 agreement being followed, rather than the 1925. My question cut right in at that particular point where Mr. Hutcheson had stopped, that is, with November 1935 as to what was to take place in March 1936, and inquired whether he—and let's forget names—he and the president of the IATSE entered into an agreement whereby they ratified the agreement of February 5, 1925, in March of 1936.

Mr. HUTCHESON. Mr. Chairman, I did not understand the honorable Congressman to use that word, the "president" of the IATSE. I understood him to definitely name a gentleman by name, and not as an officer or president of the IATSE.

Mr. OWENS. You mean when I asked the question first? Yes; I asked it in that way, but I understood he was the president of that group at that time.

In the record it shows that in March 1936—and this is a statement evidently, in some case:

William L. Hutcheson, president of the defendant carpenters' union, and George Brown, president of the IATSE, ratified the aforesaid agreement of February 5, 1925, as the basis for settlement of controversies between the respective unions over the allocation of work to be performed by members thereof for defendant motion-picture companies.

That is what I had reference to.

This was in Mr. Schatte's testimony last year.

Mr. HUTCHESON. Who?

Mr. OWENS. Schatte, one of your carpenters.

Mr. COBB. What page was that?

Mr. OWENS. That is in paragraph 18 of the original complaint. It may be in error. Counsel may have made an error. Attorneys do that once in a while.

Mr. COBB. May I state—

Mr. KEARNS. No, Mr. Cobb, please: let's not get into anything.

Mr. COBB. Your Honor—but may I state something off the record to the chairman?

Mr. KEARNS. I would rather not at this time, Mr. Cobb.

Mr. COBB. If I could state it to the Chair you would have no objection.

Mr. LANDIS. Mr. Chairman, if he wants to get on the stand any time, we will let him testify.

Mr. KEARNS. Mr. Counsel, I appreciate the mention of the situation you made and that has been adhered to.

However, Mr. Landis, as ranking member of the full Committee on Education and Labor, is here and has requested Mr. Hutcheson to go on and state that which he wanted him to state. As chairman, I do not feel I can offer any objection to that, so, Mr. Hutcheson, you may proceed.

Mr. HUTCHESON. Mr. Chairman, I first want to reiterate a statement I made this morning; that no known Communist can become a member or retain membership in the brotherhood.

For your information, Mr. Chairman, I would like to read the obligation that an applicant takes when he becomes a member.

Mr. OWENS. We have that in the record of last year. Mr. Hutcheson. You made that very clear when you appeared before us. I can still remember your words.

Mr. HUTCHESON. All right, but he has to admit he is not a Communist in order to become a member of the brotherhood.

Now, Mr. Chairman, going back to the question asked by Congressman Landis, or I guess it was Congressman Owens: I could not answer that question yes or no, Mr. Chairman, like you sometimes have to do when you are in court and on the witness stand and insist that you say yes or no—you can hang yourself either way. I could not answer that question directly without going into considerable detail.

These hearings, as I understand, become public. I do not really think it is going to be helpful to the situation and unless I am forced to do it, I would prefer, Mr. Chairman, not to go into that detail at this time, for that reason. I do not think it would be helpful to the committee and I do not think it would be helpful to the general situation. My one purpose in being here is trying to be helpful.

Mr. OWENS. I am not insisting on an answer, Mr. Hutcheson; I told you that before.

Mr. HUTCHESON. Now, Mr. Chairman, the last thing I just read here showed the basic agreement was extended to 1941, March 14.

On March 25, 1942:

The agreement of the 29th day of November 1926 between the unions named therein and the producers named therein, and subsequently extended from time to time, the last extension being for a period of 5 years from the 14th day of March 1936 to the 14th day of March 1941, is hereby renewed from March 14, 1941, for a period of 5 years and 7 months, to October 13, 1946, between the parties who are now signatories thereto, subject to all the terms and conditions thereof, and to any agreement between the parties now signatories thereto, which have been made since the 29th day of November 1926. Mechanics' wage scale and working conditions which were agreed upon as the minimum scale for the motion-picture studios at Los Angeles, Calif., and vicinities, parties to the motion-picture agreement of November 29, 1926, with subsequent revisions, additions, and amendments with particular reference to the amendments dated November 27, 1941, are hereby declared and agreed to be extended until October 13, 1946, unless changed or amended and shall continue under the rules of procedure and the motion-picture agreement of November 29, 1926, affecting the parties now signatory.

Approved:

PAT CASEY,
Chairman of the Producers' Committee.
WILLIAM L. HUTCHESON,
Chairman of the International's Committee.

Now, Mr. Chairman, getting back to the statement about the agreement I referred to as being the 1925 agreement, that was not accepted. I have shown here by the evidence that in 1926 there was a basic agreement entered into. Let me say when the basic agreement was entered into the provisions as read here were tried to be followed.

Mr. OWENS. Mr. Chairman, could I ask a few questions to clarify that?

Mr. KEARNS. No objection.

Mr. OWENS. When you say the agreement of 1925 was not accepted, what do you mean by that, Mr. Hutcheson?

Mr. HUTCHESON. The agreement I read here awhile ago.

Mr. OWENS. You mean was not accepted by the A. F. of L.?

Mr. HUTCHESON. Was not accepted by the brotherhood.

I showed by my evidence, Mr. Congressman, that our local, then 1642, made the agreement in Los Angeles, and the international rejected it and told them, "Nothing doing." They, by their obstinacy,

were suspended as a local of the brotherhood and 946 was chartered to take their place, and is still in existence. The International Brotherhood of Carpenters and Joiners of America never recognized that 1925 agreement.

Mr. OWENS. Isn't it their autonomous right to make such an agreement?

Mr. HUTCHESON. What did you say?

Mr. OWENS. Does the supreme council of the A. F. of L. direct the locals as to what to do?

Mr. HUTCHESON. Let me, if I can, Mr. Congressman, in my humble way, try to point out to you that the American Federation of Labor, referred to as the A. F. of L., has no jurisdiction over the Brotherhood of Carpenters to tell us what we shall or shall not do.

Mr. OWENS. Evidently not, since 1914.

Mr. HUTCHESON. No, sir. We were one of the founders. I don't care to get into an argument with you unless you want to, but if you want to, I would be glad to take you on, sir.

Mr. OWENS. Mr. Hutcheson, if you will answer the questions, we will have no difficulty at all.

Mr. HUTCHESON. I am trying to qualify it by explaining, and if I can do that in my humble way, you in your intelligent manner of being a Congressman ought to understand what I say, because I cannot use those big words that you learn in college.

Mr. OWENS. Or a machine shop, where I learned most of them, Mr. Hutcheson.

Mr. HUTCHESON. All right. Again, let me say this to you: The Brotherhood of Carpenters was one of the organizations that brought into existence and creation the American Federation of Labor. They accepted us as we were with our jurisdiction as it was, back in November 1881. We were organized in August 1881, then helped to bring the American Federation of Labor into existence.

The American Federation of Labor is a voluntary association of international organizations, and the American Federation of Labor we never had a charter from, but we helped create them, so how could they give us a charter. How could the child give the parent a charter?

Mr. OWENS. It sounds like the Trinity now. In other words, what you are telling me—so we can shorten this—is that even though other locals can be directed what to do by the international, that the carpenters do not have to obey the edict of the international?

Mr. HUTCHESON. We cooperate. It is a cooperative organization, and we try to cooperate to help the other organizations.

Mr. OWENS. In other words, that is the reason, as you told us last year, I believe, that when the order was entered in 1914 giving certain power to the machinists, you said: "We are not going to obey it," and you did not do it?

Mr. HUTCHESON. Now, do you want to go into that, too?

Mr. OWENS. Let me finish the question.

Mr. HUTCHESON. I don't know that it has anything to do with the Hollywood situation, but I would be glad to take it on, discuss it, and debate it with you if you please to.

Mr. OWENS. Here is the balance of the question: You say you do not have to obey it, but you say these two particular locals that entered into this agreement, or these internationals that entered into this agreement, the A. F. of L. reviewed that and said they would not approve it.

Mr. HUTCHESON. The A. F. of L. had nothing to do with it. That is what I am trying to tell you. Local 1642 was chartered by the United Brotherhood of Carpenters and Joiners of America, and when that local of the United Brotherhood entered into an agreement, the A. F. of L. had nothing to say about that agreement. The Brotherhood of Carpenters had the say, and we said "No."

Mr. OWENS. I know that, but—

Mr. HUTCHESON. Well, then, if you know it, why review it or discuss it?

Mr. OWENS. You would not obey the order of the A. F. of L., but you did take control over the autonomy of your own local.

Mr. HUTCHESON. My dear Congressman, let me tell you this: We, I, do not dictate to our members. Our constitution is made by a referendum vote. Every member of the brotherhood has a right to vote for or against proposed amendments, and through that procedure, sir, they tell the general president what to do.

Now, then, it is his duty to see that the rules, regulations, and law, if you please, of the brotherhood as adopted and made by a referendum vote of the members, are observed by those members who made them. Is that clear?

Mr. OWENS. I always understood that things should be equal in governing bodies and I thought that inasmuch as you were one of the internationals of the A. F. of L., and they issued an order and you would not obey it, that it would be expected you would treat your locals with the same autonomous right that you have exercised in the A. F. of L.

Mr. HUTCHESON. Mr. Congressman, let me clarify your mind just a little further, if I can.

The United Brotherhood of Carpenters and Joiners of America is a democratic organization. I do not mean politically; I am not speaking about that—don't misunderstand me, please.

Mr. OWENS. We understand each other, I am sure.

Mr. HUTCHESON. But when it comes to adopting laws to govern members, they all have an opportunity to vote on it through the referendum. They all have an opportunity to vote for or against any candidate who is seeking election as an officer of the international. We call that a democratic American procedure.

Now, then, they have approved of the jurisdiction we have by a vote of our members. I don't want to bring this in, but inasmuch as you have already, I really have to make this statement in reference to what you just referred to as the 1914 action of the American Federation of Labor.

Now, when we helped to bring into existence the American Federation of Labor, we were an organization that was recognized as taking jurisdiction over all of the various branches of woodworking—and still are—including millwrighting. We have no quarrel with the machinists over machinists, but we do claim and did have, when we became an organization and when we became a part of the American Federation of Labor, the jurisdiction over millwrights, and we still have it today.

I venture to say this, my friend Harvey Brown in discussing that controversy, won't make any mention to millwrights, but he will talk

about machinists. I don't talk about the machinists, I talk about millwrights.

Mr. OWENS. Someone introduced an article by Mr. Brown the other day.

Mr. HUTCHESON. We still have the millwrights.

Mr. CHAIRMAN. I want to explain further that the fourteenth resolution passed by the American Federation of Labor only sets forth that the machinists had certain rights. It did not say a word about millwrighting. If it had said something, we would have objected, and we are still doing millwrighting. Is that clear?

Mr. OWENS. I am just remembering your remarks of last year where you said we did not obey it, and if they want to throw us out they can do it because we can still get along without the A. F. of L.

Mr. HUTCHESON. I still say that, sir. I still say it and I will say it publicly anywhere.

Mr. LANDIS. I wondered if this was a part of the picture: That the carpenters who objected to this directive make their objections to you. Is that correct?

Mr. HUTCHESON. I did not understand that, Congressman.

Mr. LANDIS. Did the carpenters in Hollywood protest the directive to you? I am not speaking of the 1925 directive, I am speaking of the 1945 directive. Did they protest the decision to you after the directive was made?

Mr. HUTCHESON. Yes.

Mr. LANDIS. I mean your own carpenters out there in the local.

Mr. HUTCHESON. Well, naturally they objected.

Mr. LANDIS. Well, that is what I thought.

Mr. McCANN. Mr. Landis, may I refresh your recollection? This morning the witness testified at considerable length that after the 1945 directive there was a protest filed with the international and that at their convention the carpenters passed a resolution.

Mr. LANDIS. When was the convention?

Mr. McCANN. That was in April or May 1946. They passed Resolution No. 60—

Mr. LANDIS. That is 4 months later, but I mean immediately after the directive was made did the carpenters in Hollywood file a protest with you that they did not like the directive, and they did not want it?

Mr. HUTCHESON. Oh, certainly.

Mr. LANDIS. This statement was by Brother Cambiano:

I think we have presented our side of the case, Mr. Chairman.

Chairman KNIGHT. I think you have done a thorough job. I am satisfied. I hope you are. It is up to you to put in what you want.

Brother CAMBIANO. I am very well satisfied with the way you gentlemen have treated us here and I assure you and know that our president will have that very same message to give you.

Mr. HUTCHESON. My dear Congressman, that just shows the able people that we have representing the United Brotherhood of Carpenters and Joiners of America. He was very polite to the committee and he thanked them for the courtesies they extended to him, but you do not see in there where they thanked him for assisting them.

Naturally he did not remind them of the fact, being too gentlemanly, that when he first came there he informed them he was only there to assist them and not present the case of the Brotherhood of Carpenters.

Mr. OWENS. Unfortunately, that part does not show in the record, whereas the other remark did.

Mr. McCANN. Mr. Chairman, my attention has been directed to the statement of Mr. Cambiano to our committee in Los Angeles. It is as follows—

Mr. OWENS. Will you give us the date, Mr. McCann?

Mr. McCANN. August 25, 1947.

Mr. Cambiano was testifying in answer to a question by Mr. Kearns. Let me start at the beginning of it. I am reading from page 2411:

Mr. CAMBIANO. Maybe I should read it all. This is a preliminary statement submitted by the United Brotherhood of Carpenters and Joiners of America, A. F. of L., on behalf of the Studio Carpenters Local 946, in the matter of determining work jurisdiction between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees representing its affiliated Property Local 44.

Mr. KEARNS. Mr. Cambiano, when was this prepared?

Mr. CAMBIANO. This was prepared just at the time the three vice-presidents came into Hollywood to take up the dispute.

Now, that gives you the background. Skipping part of it, he further said:

This submission is being made with the understanding that no conclusion will be made by the arbitration board in Los Angeles and that further evidence and data may be submitted and discussion will be held with the international president of the United Brotherhood of Carpenters and Joiners of America prior to any final determination of this matter.

Mr. LANDIS. Who said that?

Mr. McCANN. Mr. Cambiano to the three-man committee.

Mr. LANDIS. Oh, well, he could not decide that. Read that again.

Mr. McCANN. He was representing the carpenters as their local man:

This submission is being made with the understanding that no conclusion will be made by the arbitration board in Los Angeles and that further evidence and data may be submitted and discussion will be held with the international president of the United Brotherhood of Carpenters and Joiners of America prior to any final determination of this matter.

Mr. LANDIS. Was there any answer to that?

Mr. McCANN. No answer was given. That was his statement to the committee.

Mr. OWENS. Mr. McCann, does anything show in the record before the arbitration committee that he made any such statement? This was in 1947. He appeared before the arbitration committee 2 years before, 1945. Is there anything in that record to show that he made any such remark to the three members of the board?

Mr. McCANN. As I understand it, this is being quoted from his remarks to the three-man committee.

Mr. LANDIS. Where can you find that in the other record?

Mr. HUTCHESON. Mr. Chairman, may I ask a question?

Mr. KEARNS. Yes.

Mr. HUTCHESON. When Mr. Cambiano, the representative of the general president, made that statement, was he under oath when he appeared before your committee?

Mr. KEARNS. Yes, he was.

Mr. HUTCHESON. If someone doubts his statement, why don't they challenge it, call the gentleman for perjury.

Mr. OWENS. Mr. Hutcheson, I understand we have a record of everything that took place before the arbitrators, so we do not have to depend upon any oral remark. Is that correct, Mr. McCann?

Mr. HUTCHESON. Mr. Chairman, could I answer the honorable Congressman? If that be so, why have the subcommittee hearings? Why not take that record and that would be all there would be to it? Why bring myself and others before you to tell you the story?

Mr. BODLE. Mr. Chairman—

Mr. KEARNS. Just a moment.

Mr. McCANN. May I add, the testimony given before the three-man committee in California was not under oath. The testimony given before them, as you will observe from all these volumes, consists of statements they saw fit to transcribe.

I do not know that all that was presented to them was transcribed. I do not know whether a formal statement was read to them in advance of the testimony that was taken, or not.

All I can say to you is that this purports to be a statement made to the three-man committee that he gave to us under oath.

Mr. OWENS. Would you say of Mr. Cambiano's statement, "Upon learning of this mistake these three good men were also shocked to learn that the IATSE immediately put this construction on their December 26, 1945, decision and made claims to the carpenters' work in the stages that the committee never intended to take away from the carpenters, that never belonged to the IATSE"—would you say there is anything anywhere in the testimony of those three men, especially Mr. Doherty appearing before us and what shows in the record, that would justify that statement of Mr. Cambiano's?

Mr. McCANN. Mr. Doherty repeatedly testified before us that he did not know the contracts had not been immediately put into effect, Mr. Owens. He testified out there that it was not until a long time afterward that he found out the 1925 agreement had never been accepted.

I have just passed to Mr. Kearns a copy of the 1925 agreement, which on its face was to have been approved by the presidents of the internationals. That agreement was never put into effect.

Mr. OWENS. You say that agreement had to be approved by the presidents of the internationals?

Mr. McCANN. Exactly, "subject to the approval of the presidents of the internationals." Paragraph 3.

Mr. LANDIS. Was that in the directive?

Mr. McCANN. No; that was in 1925 we are talking about, sir.

Mr. OWENS. It says:

The following division of work would constitute a fair interpretation of the international agreement and that both parties to the agreement shall at once submit same to the international presidents with the request that it be incorporated as a part of the international agreement for a permanent period.

Are you saying that means they are to submit it for the approval of the international presidents?

Mr. McCANN. That was the way it was understood, sir.

Mr. OWENS. I am afraid I would not agree with you at all.

Mr. LANDIS. The carpenters never agreed on the 1925 agreement, did they?

Mr. McCANN. The 1925 agreement, sir, according to Mr. Cambiano, according to Mr. Hutcheson, was never approved by the international president. The charter of the people who tried to make the agreement was taken away from them and it was never put into effect.

Yet the three-man committee adopted the entire distribution of work in the 1925 agreement and took it word for word in their directive.

In the testimony presented by Mr. Walsh to the three-man committee he makes the statement, according to this record :

This is signed by the local unions out here and signed by our local out here also. This is the agreement we worked under from 1926 until we went on strike in 1933.

Mr. OWENS. Mr. McCann, could anyone but a court under due proceedings make a decision as to whether you are correct in the statement about the 1945 decision that their decision was to be final and binding and conclusive?

Mr. McCANN. All I am saying, sir, is that the men themselves said they thought it was in effect; that they wrote the directive upon the representation that it was in effect and they did not know until a long time afterward that it had never been put into effect.

Mr. OWENS. Aren't they in the same category as a jury which brings in its verdict? They are then discharged and that is the end.

Mr. McCANN. Well, that calls for a conclusion, Mr. Chairman. It means an interpretation of the directive of the Cincinnati meeting.

If you will take a look at the directive of the Cincinnati meeting it says "Until final decision by the committee."

Mr. KEARNS. Does that answer your question, Mr. Owens?

Mr. OWENS. No. Mr. McCann just made a statement about the final paragraph of the Cincinnati meeting.

Mr. McCann, do you have that final paragraph?

Mr. McCANN. The final paragraph directs a——

Mr. OWENS. Read the language.

Mr. McCANN (reading) :

That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steamfitters of the United States and Canada, the Brotherhood of Painters, Decorators, and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service Employees International Union, accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

Mr. OWENS. Well.

Mr. McCANN. "They finally render."

Mr. OWENS. Wouldn't December 26, 1945, be the final decision?

Mr. McCANN. That, sir; is a matter of judgment.

Mr. OWENS. For a court.

Mr. McCANN. Yes, sir.

Mr. OWENS. And no one else. All right.

Mr. KEARNS. We will recess for a few minutes until the witness returns.

(A short recess was taken.)

Mr. KEARNS. The hearing will come to order, please.

Mr. OWENS. I want to pursue that one point, but I will wait until the regular question period.

Mr. LANDIS. I would like to go a little further along. I just wondered how you and your organization liked the language of the clarification that was made about 6 or 8 months later. Did you approve of the clarification language?

Mr. HUTCHESON. Mr. Chairman, I read the minutes of the executive-council meeting where it was approved, and where I voted in favor of it.

Mr. KEARNS. You could answer that "yes" or "no" for Mr. Landis; that is, whether you approved of the clarification or not.

Mr. HUTCHESON. We agreed to it.

Mr. LANDIS. On the directive, Mr. Hutcheson, it gives the list of things, the duties, the work which went to the carpenters, and those things that went to the stage employees. What work in this directive did you think belonged to the carpenters?

Mr. HUTCHESON. In the clarification or the directive?

Mr. LANDIS. The directive.

Mr. HUTCHESON. All carpenter work, of course.

Mr. LANDIS. Before the strike didn't the stage-hand employees do some of the carpenter work?

Mr. HUTCHESON. I think they probably were doing some woodwork that we claim as ours.

As an illustration, I think I read into the record here and made the statement clearly that we, the Brotherhood of Carpenters, claimed jurisdiction over all branches of the woodworking industry, including millwrighting. I mentioned that specifically.

I should have gone a bit further, perhaps, and said the making of all trim and all buildings, the making of tables like this, chairs, and so forth, putting that railing around that is in front of you.

Now, in the evolution of things, in the evolution of entertainments, back in the days when moving pictures came into existence, the members of the IATSE prior to that time had had, with our approval, the setting of what you might call sets in theaters where a show was going to be given. We said: "All right; set your own furniture, and so forth, on the stage to make up your sets." But we claimed, and still do, that we, as woodworkers and carpenters, had the right to make tables, chairs, and everything else.

We still contend that the making of furniture—desks, tables, chairs, and so forth—is the work of our members. They call that "props." We have no objection to them placing them as they want to when shooting a picture or in entertainment, but we still contend that is our work.

Mr. LANDIS. You contend you ought to make them?

Mr. HUTCHESON. Yes; we certainly still contend that. I think that answers your question.

Mr. LANDIS. That is it.

Mr. OWENS. Just to follow that up for clarification, Mr. Hutcheson, I believe they said at that time the work of miniature sets would belong to the stage-hand employees. Would that be correct?

Mr. HUTCHESON. What do you mean, "correct"?

Mr. OWENS. Would you grant that that was true?

Mr. HUTCHESON. We say we should do that. What's the difference whether you are building a playhouse for some children or whether

we were building a house in which a family would live? It would be carpentry work, wouldn't it?

MR. OWENS. Property building.

MR. HUTCHESON. What is your understanding of "property building"? Are you talking about real estate or otherwise?

MR. OWENS. I am asking the questions. It says here in section 7, "property building."

MR. HUTCHESON. If it is carpentry, it belongs to the carpenters.

MR. OWENS. "Erection of sets on stages, except as provided in section 1," all millwork and sets on stages. Of course they accepted that ultimately.

MR. HUTCHESON. That was not acceptable; of course not.

MR. OWENS. "Wrecking all sets, exterior and interior."

MR. HUTCHESON. Of course, we are not wreckers; we are builders.

MR. OWENS. That is their work, then. "Erecting platforms for lamp operators and cameramen on stages."

MR. HUTCHESON. Not being photographers and being ordinary carpenters, they would not claim control of a camera.

MR. OWENS. In that so-called verification can you explain the language in the last sentence these three men put in there:

In view of the alleged violations, the committee hereby directs that all participants in the Hollywood motion-picture studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

MR. HUTCHESON. You want my understanding of that?

MR. OWENS. Yes.

MR. HUTCHESON. My understanding would be to carry out the directive plus the clarification made on that day.

MR. OWENS. They did not say so, though, did they?

MR. HUTCHESON. I think they did. Maybe I don't understand English; I don't know.

MR. OWENS. Well, they drew it. Mr. Doherty testified here if they had it to do over again they would do the same thing they did December 26, 1945.

MR. HUTCHESON. Well, Mr. Congressman, of course I am not responsible for any individual acts, whether they be right or wrong. A lot of individuals would commit a wrong act; and if they had it to do over again, they would commit another wrong act, and that would make it two in place of one.

MR. OWENS. You understand my position clearly. I do not care what Mr. Doherty said or testified to, and I do not care about this, either; but the thing we are concerned with is whether or not they had any right to make a change in that directive, in view of the fact that generally those things have to be decided by a court, unless, of course, as you attempted to point out a while ago, there was a precedent through the years that would show the same thing had been done. That was why it was so important to know the language of those orders that were entered by the A. F. of L. in prior years. That was why I asked you for the exact language.

That might make a difference with the court. It does not make any difference with us, but it might help the court.

MR. HUTCHESON. Mr. Congressman, not being a learned gentleman and an attorney admitted to practice at the bar—as yourself—I would not know, of course, how a court would interpret that; but a common,

ordinary, dumb building-trades man—I being one of them—would say that a body that had done something had a perfect right to reconsider and amend it if they saw fit.

Mr. OWENS. In other words, even though it said the decision would be final, and finding it would never have any binding effect—is that true?

Mr. HUTCHESON. Would you go to court and argue that a case determined on ex parte evidence should be sustained by a court of law?

Mr. OWENS. I can answer that for you, Mr. Hutcheson. The law supports you on that point. The various statutes in the United States on arbitration support you in the fact that you can vacate and set aside an arbitration award where it was made without giving a person sufficient time to submit his evidence, providing he has sufficient cause. But that again goes back to the court.

It leaves the point with you whether or not Mr. Cambiano's appearance before the committee—who was the western representative—did not include you in the case.

Mr. HUTCHESON. Mr. Congressman. I want to say I testified in the record that Mr. Cambiano was sent there by myself with a certain understanding; he carried it out and reported to me, and the record before this subcommittee last summer shows he carried it out.

Again I am going to repeat, if you doubt that he or I did not tell the truth, then impeach us for perjury or something else.

Now, going back to your statement about the court, doesn't it often happen when a case is carried up in our civil procedure of the application of law, from a lower court to a higher court, that the higher court refers it back to be reviewed by the lower court or the original court?

Mr. OWENS. But they never refer it back to an arbitration committee, Mr. Hutcheson.

Mr. HUTCHESON. I am talking about the law of the land, and I thought we lived in America, where we are free citizens.

Mr. OWENS. We are talking about arbitration agreements. Arbitration agreements, Mr. Hutcheson, as you know as a leader of labor, are final and binding.

Mr. HUTCHESON. In other words, you could go into arbitration, hear one side, make a decision, and according to your thesis just announce it would be binding in court; is that right?

Mr. OWENS. That is right, unless—

Mr. HUTCHESON. Excuse me for saying—

Mr. OWENS. Just a moment, Mr. Hutcheson.

Mr. HUTCHESON. Is that the United States law?

Mr. OWENS. Please, Mr. Hutcheson.

Mr. HUTCHESON. Well, Mr. Chairman, ain't I got a right to discuss this with this gentleman? I am an American citizen the same as he is, even if he is a Congressman.

Mr. OWENS. But, Mr. Hutcheson, I had not concluded what I was saying. You asked me, and I was starting to say "yes," and then you broke in on me.

Mr. HUTCHESON. Excuse me; I did not mean to.

Mr. OWENS. I said unless there were certain reasons; for instance, if there was fraud or corruption in connection with it or if there was

misconduct by the arbitration board or they did not give you a hearing just like you requested there, when you made a request for time and they did not give you an opportunity to present your evidence when you showed good cause, or whether there was a latent ambiguity, or for some other reason; but assuming it was correct in every way, it would be binding.

Mr. HUTCHESON. What are you talking about?

Mr. OWENS. United States law.

Mr. HUTCHESON. On arbitration?

Mr. OWENS. That is the law of the United States on arbitration.

Mr. HUTCHESON. Then you just mentioned that, or your statement referred to ex parte evidence; in other words, that is the very thing we objected to, because of a decision that was made without us being permitted to present evidence.

Mr. OWENS. You have hit the point on the head. What I have shown you is that it is a matter for the court; and if they believe Mr. Cambiano's appearance before it did not conclude the matter, that would be one thing, but the court might conclude otherwise. We are not deciding that.

Mr. HUTCHESON. Well, I have learned a little something about law today, so my day has not been lost so far, Mr. Chairman.

Mr. OWENS. I might add, in all seriousness: I heard someone speak about dumb painters the other day. I did not think he was so dumb. I think the thing that counts in real education is knowing what to do at the time it is to be done; and I think you know that, Mr. Hutcheson; you have proved that a number of times in your long leadership of labor.

Mr. HUTCHESON. Thank you, sir.

Mr. KEARNS. Mr. Landis, do you have some questions?

Mr. LANDIS. Nothing further at this time.

Mr. KEARNS. Will you continue, please?

Mr. HUTCHESON. Mr. Chairman, I have established the fact that from 1926 on there was a basic agreement existing between organizations whose members were employed in Hollywood and the representatives of the moving-picture producers.

Now let me say this: The basic agreement was brought into effect in 1926. I have mentioned here in my presentation of these facts the name of Mr. Pat Casey. I think it would be perhaps enlightening if you could get Mr. Casey to verify some of the things I have mentioned here; but before closing what I have to say at this time, I would like to say this:

In 1933 the members of the IATSE went on strike in the moving-picture industry in Hollywood. I do not recall the month. At that time they were a part of the basic agreement, in 1933. They became a part of it when it came into existence in 1926. I read the signature of the president at that time. In fact, he was chairman of the labor group for several years when the basic agreement first operated.

The remainder of the trade signatory to the basic agreement when the IATSE went on strike in 1933 kept on working in those studios. The members of the various organizations were requested by the management to do work in those studios, in making those pictures, that had not formerly been done by those employees of those organizations. Our organization was one of them.

But in doing that the members did it with the thought and determination in mind that at some time or another the IATSE would no doubt come back into the studios, would no doubt come back into the basic agreement, and when they did there would be no question about giving back to them what rightfully belonged to them.

Now that strike or that condition continued until 1935. I think perhaps now I can lead up to and answer the question propounded by the Congressman a little while ago.

I read here the meeting of the two committees under the basic agreement, November 15, 1935, in New York City. Further, after the minutes are read it says this:

At a meeting between the unions now parties to the above basic agreement referred to and the producers now parties to the above basic agreement referred to, which was held on December 8, 1935, it was mutually agreed to by all parties present that the organization known as the International Alliance of Theatrical Stage Employees, be reinstated under the above basic agreement referred to as of December 9, 1935, and they in turn to be bound by all the terms and conditions of the above basic agreement referred to, and all the amendments and extensions thereto.

Dated, New York, December 9, 1935.

Approved.

PAT CASEY,

Chairman of the Producers Committee.

WILLIAM L. HUTCHESON,

Chairman of the Internationals Committee.

GEORGE E. BROWN,

President of the International Alliance of Theatrical Stage Employees.

Mr. KEARNS. Do you mean to intimate that after the IA came back all the work they had formerly done before they went on strike was returned to them?

Mr. HUTCHESON. As far as I know, as far as our members were concerned. I might clarify that by saying: I would not say definitely all the work they had theretofore done, all the work that did not belong to us as carpenters.

Now, Mr. Chairman, I am going to go a step further in reference to this meeting held in December 1935. You will notice that was just shortly after a meeting that had been held on November 15, 1935, the next month. The November meeting had just been adjourned.

At the November meeting the IATSE was not a part of the basic agreement. The December meeting was called by a request of the chairman of the producers committee on behalf of the producers. The chairman of the international's committee notified the chairmen who were parties to that basic agreement. We went to New York and those who were signatories to the agreement first had a meeting with the producers' committee. At that meeting they requested us to appear the next day at a conference they had arranged with a representative of the IATSE and the producers' committee. We accepted their invitation to go to that meeting and we did attend it.

When the representatives of the IATSE appeared they made objections to the representatives of the organizations affiliated with the basic agreement being present at the conference, and said that their understanding was the meeting was to be between they—representatives of the IATSE—and the producers.

Mr. Schenck of the producers spoke to the representatives of the IATSE and requested them to stay in the conference. A representative of the international's committee spoke likewise, asked them to

stay and consider. Finally it was suggested that the meeting stand recessed and that their representatives of the IATSE meet with the other representatives of the other international organizations. That was done.

Finally it was decided to have a subcommittee of the representatives and see if some understanding could be reached.

While that committee was in session a message was conveyed to us that if we could arrange whereby the IATSE could be induced to reaffiliate with the group comprising the basic agreement, that the producers would agree that all organizations affiliated with the basic agreement from that date on would have a closed shop in the moving-pictures industry in Hollywood.

Now I am discussing, Mr. Chairman, the situation with the president of the IATSE. The first question that came up was the controversy between the IATSE and the electrical workers. We learned the reason for that meeting or the calling of that conference was the threat and the action that had been taken by the IATSE in closing down some show houses in the central part of the country, like Chicago, St. Louis, and in that area, if my memory serves me correctly, because of the supposed controversy with the electrical workers over the operation of theaters.

In the conference of this committee the then president of the IATSE and the then president of the electrical workers reached an understanding whereby each of them would send a representative to Hollywood to investigate the situation and see if they could reach an understanding which the two of them would recommend be accepted.

Next, the then president of the IATSE spoke to myself about following the same procedure in reference to matters that would not be easily or readily adjusted between the IATSE and ourselves. He agreed to name a representative and I did the same thing. That was in December.

In January 1936, I think at an executive meeting held in Miami, I wrote a letter to Mr. Casey, dated January 4, 1936:

DEAR PAT: At a conference this date with George Brown of the IATSE and his representative, Steven Newman, Board Member Muir of our organization and myself, it was agreed that the contents of the agreement as entered into between local representatives of the IATSE and members of our organization in 1925 would be the method of establishing conditions in the studios under the recent arrangement as between the producers and the organizations signatory to the agreement in regard to putting into effect the closed shop.

Board Member Muir will be unable to return to Los Angeles until the latter part of February. In the meantime he is writing our representative Mace, giving him this information and also giving him our interpretation of what the agreement is, in substance, which is: That members of our organization do all carpenter work.

I think, perhaps, Mr. Chairman, that letter might help answer the question of the Congressman about a meeting with—he said—George Brown. I think this answers his question.

Now, Mr. Chairman, in furtherance to that on March 2, 1936—I am sorry this is irrelevant. This is addressed to Mr. Carruthers, who was the secretary of a labor group. It has to do with the understanding reached between the two groups in November and December and has nothing to do with this other than just seeing that the amendments, and so forth, were put on.

I think I have presented evidence here to show, first, why we did not accept the decision or directive, whichever you please to call it, of the three-man committee when presented in December 1946, and as of the date December 26, 1945. I think I have seen statements with reference to the 1925 agreement being in effect from 1925 to 1933 are not correct because of the establishment of the basic agreement.

I do not think there is anything further I might say that would have any further or more effective weight.

Mr. LANDIS. Could you tell us why there was such a long time elapsed between the directive and the clarification?

Mr. HUTCHESON. Congressman, I thought in reading the minutes of the American Federation of Labor, as I did this morning, that would show why there was a delay.

Mr. LANDIS. You mean the Miami meeting?

Mr. HUTCHESON. Well, why it took so long to get the clarification. Of course, I can understand this: Sometimes we, representing labor, get it in our heads or in our minds that people like yourselves know just as much about that procedure as we do. Well, of course, when you get down to really analyzing it, you wake up to the fact that it is not so—that you just have a dumb conception of it.

Now, the reason for it was, for instance, we protested at the Miami meeting in 1946. Now, in April 1946, we had a general convention. In our general convention the question was brought up as I have shown here by resolution on the floor—discussed on the floor of our convention. We had 1,000 delegates present.

We show the action of the convention referring it to our general executive board.

The record further shows that in May, following April, the next month after the convention adjourned, the executive board acted on the matter and instructed the general secretary what to do, which was to write the executive council of the American Federation of Labor and enter our protest.

The executive council of the American Federation of Labor met in May. The record shows I presented what was done.

Mr. LANDIS. The directive was made December 26, was it not?

Mr. HUTCHESON. The what was made when?

Mr. LANDIS. I say the directive was made December 26.

Mr. HUTCHESON. That is right, and the meeting of the council was held in January in Miami. Our protest was made in January.

Mr. LANDIS. That is what I wanted to get clear.

Mr. HUTCHESON. From January to May there were no further meeting of the executive council of the American Federation of Labor, but the convention of the brotherhood was held in April. They took action and instructed our executive board and told them what to do.

Mr. LANDIS. I was wondering what took place in January. You said the council met in January, and I did not know that. I knew of the April meeting and the other meeting, but I did not know about January.

Mr. HUTCHESON. We moved just as fast as we could on the regular order of procedure.

Mr. OWENS. Now taking up that point, Mr. Hutcheson, we will go right down the line with those questions.

When you had that meeting in January 1936, according to the evidence we have had here, the question of the erection of sets, assemblage and so forth was thoroughly discussed.

Mr. HUTCHESON. No.

Mr. OWENS. You say no?

Mr. HUTCHESON. No.

Mr. OWENS. Didn't you discuss it and these three men said "No; we are not going to change it?"

Mr. HUTCHESON. No; we didn't discuss it. In fact, we were doing it in 1936.

Mr. OWENS. Weren't there several hundred men involved in that transfer of work?

Mr. HUTCHESON. In 1936?

Mr. OWENS. 1946.

Mr. HUTCHESON. Oh, oh, now you are changing your date. In other words, you are moving up a decade.

Mr. OWENS. Yes, I have heard so many today, 1926, 1936, 1946.

Mr. HUTCHESON. Eenie, meenie, minie, mo.

Mr. OWENS. I am talking about January of 1946, when you had the meeting in Miami. Maybe I better mention the place of the meeting.

When you had the meeting at Miami in 1946, in January, didn't you discuss the meaning of the words "direction, assemblage and so forth?"

Mr. HUTCHESON. With whom?

Mr. OWENS. Mr. Knight, Mr. Doherty, and Mr. Birthright?

Mr. HUTCHESON. What was the use?

Mr. OWENS. I am asking if you did.

Mr. HUTCHESON. What was the use, I am asking you.

Mr. OWENS. Now, listen, Mr. Hutcheson, I am just asking you a plain, ordinary question. Did you talk with them about it, or didn't you?

Mr. HUTCHESON. I question very much whether that came into the discussion or not.

Mr. OWENS. Then you don't know?

Mr. HUTCHESON. I don't remember.

Mr. OWENS. Then we are to assume that the statement of Mr. Doherty where he says he did know and said you did have such a discussion, his statement is correct if you do not know anything to the contrary?

Mr. HUTCHESON. I don't know what Mr. Doherty said.

Mr. OWENS. He said you did discuss it.

Mr. HUTCHESON. Discuss what?

Mr. OWENS. The difference between what was meant by the words "erection and assemblage," and the fact that it was going to transfer the jurisdiction of several hundred men from perhaps the carpenters over to the I. A. and they refused to change their directive at that time, knowing all of those facts. Is that true?

Mr. HUTCHESON. Mr. Congressman, far be it from me to say that Mr. Doherty committed perjury.

Mr. OWENS. Then he did tell the truth?

Mr. HUTCHESON. I am not saying he did. I am not accusing him of perjury.

Mr. OWENS. When you testified before us last year——

Mr. HUTCHESON. I am not saying anything against his testimony, I didn't hear him.

Mr. OWENS. We will assume it is true if you do not say that it is not.
Mr. HUTCHESON. I didn't say it wasn't true.

Mr. OWENS. All right, I said we will assume that it is. Last year when you testified before us you were speaking of what took place at that time. You testified before us in the spring of last year, about March, sometime. You said with reference to the Hollywood strike that that work had been taken away from you and as far as the carpenters are concerned when work is taken away from them they just walk out and do not pay any attention to it. Do you recall saying that?

Mr. HUTCHESON. Well, we are not employed there. We have all been discharged. All of our members have been discharged from the studios. We don't have anybody working there.

Mr. OWENS. You said all of those men are employed in gainful occupations.

Mr. HUTCHESON. What did you say?

Mr. OWENS. You mentioned all the men who were employed there were employed in gainful occupations.

Mr. HUTCHESON. I said that?

Mr. OWENS. Yes.

Mr. HUTCHESON. When?

Mr. OWENS. Last year.

Mr. HUTCHESON. That they were all employed?

Mr. OWENS. Yes, you did.

Mr. HUTCHESON. If I said that I made a mistake. They are not all employed, because some of them are on the picket line. Some of them are getting paid for being on the picket line, if you call that employment. That would be better than doing nothing at all.

Mr. OWENS. I think Mr. Landis was the one who was questioning you about that matter. You said, "I think our members, from the meager information I have, are all employed."

That was the answer to Mr. Gwinn.

Mr. HUTCHESON. What meager information I have?

Mr. OWENS. Yes; that they were all employed.

Mr. KEARNS. Was that before the full committee?

Mr. OWENS. Yes; that was before the full committee last year.

Just before that you were asked by Mr. Landis:

Could you explain that Hollywood carpenters strike; that is, the jurisdictional dispute?

He started to say before the stage carpenters; and you said:

Not the stage carpenters, but the moving-picture carpenters. They claimed work we had done for years.

And then he said,

Now, if we don't get all the work we are entitled to we are not going to do what we are supposed to do. The operators said, "Out you go." They fired us all. We do not have a man around there. We have no men employed any longer at the major studios in Hollywood. We have had an agreement with them for years. Briefly that is it.

Then the next question was the one we spoke about where you said from the meager information you have they are all employed. You said:

If the membership happened to leave the job because they did not get work belonging to someone that is all right. We would not interfere with anybody. If they can find anybody to take our places they can do it.

Mr. HUTCHESON. What else could you do?

Mr. OWENS. That has always been your feeling about work, hasn't it, that if they do not give the carpenters work you just let them take it? Isn't that how you felt a jurisdictional strike should be ended?

Mr. HUTCHESON. I just don't get what you mean by your question.

Mr. OWENS. You have advised your men; you said when your man came to you and asked, "How can we end this jurisdictional strike," you said, "Just get out and let them have the work."

Mr. HUTCHESON. No; I never said that about a jurisdictional strike. That doesn't mean but what we still contend for the work.

Mr. OWENS. I suppose it might mean you would still contend for the work, but, for instance, you said:

Let me say many times members of our organization say to me, "Bill, why don't you settle this jurisdictional dispute?" My answer to them always was, "Tell me how to do it." They said, "We don't know, but we elected you general president and you ought to know." I said, "Here is one way we can settle it. Tell me if you think this would be O. K. The only way I know how to settle it would be if any time anyone comes along and claims work we have been accustomed to doing and which requires highly skilled knowledge and ability of carpenters in order to do it in the proper way we just say, "All right, take it," and we walked away. Do you want me to settle it in that way? Invariably they would say, "No; no; wait a minute." That is the only way you could settle them unless you had some magic wand.

Mr. HUTCHESON. I still say that. What is wrong with that statement?

Mr. OWENS. I was just wondering. There was an arbitration agreement handed down.

Mr. HUTCHESON. Ex parte evidence—be sure and keep that in the record, please.

Mr. OWENS. Anyway, it was an arbitration agreement. In January we find it was discussed in the January meeting, and the men refused to change their agreement.

You then persisted in your efforts to make a change in that arbitration directive, didn't you? You brought it up again at the meeting in April.

Mr. HUTCHESON. No; I did not do anything of the kind.

Mr. OWENS. When was it brought up again after January?

Mr. HUTCHESON. Mr. Congressman, I am surprised. I thought I made it clear in my presentation that the next step after the January meeting of the executive council of the American Federation of Labor was the convention of the United Brotherhood of Carpenters and Joiners in April.

Mr. OWENS. That is what I said, in April.

Mr. HUTCHESON. You said the executive council.

Mr. OWENS. Well, those were bad words again. The general meeting of the convention then.

Mr. HUTCHESON. No; not January meeting of the convention.

Mr. OWENS. The general meeting of your convention in April 1946.

Mr. HUTCHESON. There is a vast difference between a convention and a meeting of the executive council of the American Federation of Labor. The executive council of the American Federation of Labor met in January of 1946. The convention of the brotherhood was held in April 1946.

The next meeting of the executive council of the American Federation of Labor was held in May.

Mr. OWENS. The following month?

Mr. HUTCHESON. Yes.

Mr. OWENS. But you did bring it up in April again?

Mr. HUTCHESON. I didn't bring it up in April.

Mr. OWENS. You didn't?

Mr. HUTCHESON. The delegates to our convention brought it into the convention.

Mr. OWENS. They wouldn't do it without your authority, would they?

Mr. HUTCHESON. Certainly. We don't have a dictator in the brotherhood; we just have a leader. He is selected by the members of the brotherhood. They tell him what to do or what their desires are.

Now, when we have a convention it is another democratic gathering. Now, we cannot as general officers censor any resolution that is introduced. As an illustration I would deviate for just a moment——

Mr. OWENS. You say as the heads of the organization you cannot censor or restrict any resolution? For instance, if a resolution comes in with respect to an arbitration agreement you cannot decide as a matter of procedure that the convention has no jurisdiction over it?

Mr. HUTCHESON. The convention has the jurisdiction, not me as general president.

Mr. OWENS. You say the convention has jurisdiction over that arbitration agreement?

Mr. HUTCHESON. No, sir; I am not talking about arbitration agreement; I am talking about resolutions introduced at a convention of the United Brotherhood of Carpenters and Joiners of America; and there was a resolution introduced there by 946.

Mr. OWENS. A resolution with respect to that directive of those three arbitrators; correct?

Mr. HUTCHESON. Well, it referred to them, of course. It referred to the action of the executive council.

Mr. OWENS. What jurisdiction did the general convention have over those arbitrators? You know your labor rules and regulations, so tell me; I don't know.

Mr. HUTCHESON. Why, they have no jurisdiction over those arbitrators.

Mr. OWENS. What were they expected to do with the resolution?

Mr. HUTCHESON. To endorse it like they did. Naturally that is what the delegates introduced it for, expecting it to be endorsed; and it was, unanimously.

Mr. OWENS. You mean you endorsed a resolution that the directive should be changed?

Mr. HUTCHESON. Mr. Congressman, if you had listened to my presentation you wouldn't have to ask that kind of a question, because it isn't mentioned in that resolution about the directive being changed. It said nothing about a three-man directive. It had to do with dealing with the executive council of the American Federation of Labor.

Mr. OWENS. For that purpose?

Mr. HUTCHESON. For what purpose?

Mr. OWENS. Having the directive changed.

Mr. HUTCHESON. Well, if that is what you think. I am not going to attempt to disabuse your mind of it.

Mr. OWENS. All right, then we agree on that.

Then the executive council meeting was held the next month, in May, and you discussed again this directive of December 1945, didn't you?

MR. HUTCHESON. We discussed the findings of it; certainly.

MR. OWENS. Yes. You wanted them changed?

MR. HUTCHESON. The record does not show on request from the Brotherhood of Carpenters to the executive council of the American Federation of Labor to change that directive, as you call it. The request and demand was that there be restored to the United Brotherhood of Carpenters and Joiners of America recognition by the American Federation of Labor of the regular jurisdiction of the brotherhood.

MR. OWENS. Now, don't misunderstand me, Mr. Hutcheson. If you can prove your case in connection with this it would mean nothing to me. I only want to be as helpful as I possibly can. I only want to learn the facts.

After you had the meeting of your executive council in May, the next meeting was in August; was it not?

MR. HUTCHESON. That is right.

MR. OWENS. That is, skipping the so-called Beverly Hills treaty, which you are not concerned with?

MR. HUTCHESON. What are you talking about now?

MR. OWENS. The so-called Beverly Hills treaty of July 2, 1946, with respect to wages and hours and so on.

MR. HUTCHESON. Of course, you are talking about something that is way over my head. I don't understand that language, so I know nothing about it.

MR. OWENS. All right. The next meeting was on August 15; was it not?

MR. HUTCHESON. Yes; that is what the record shows.

MR. OWENS. At the time of that meeting you insisted upon your jurisdiction over certain work and Mr. Green asked the executive council to consider it—at least this is the testimony—and then asked the three men to issue a so-called clarification of their directive; is that a fact?

MR. HUTCHESON. That is what the records show.

MR. OWENS. What jurisdiction did you feel the executive council had over those three men whose order was supposed to be under the Cincinnati meeting contract, final and binding?

MR. HUTCHESON. Well, that is easily understood, because they had put out something that was not clear and we wanted a clarification of it, just what it meant.

MR. LANDIS. May I interrupt?

MR. OWENS. Certainly.

MR. LANDIS. Did the executive council appoint them?

MR. HUTCHESON. I don't get that.

MR. LANDIS. Who appointed the three men?

MR. HUTCHESON. I don't understand you.

MR. KEARNS. Who appointed the three men on the committee, Messrs. Knight, Birthright, and Walsh?

MR. HUTCHESON. The council authorized the president to do that.

MR. OWENS. That was to be final and binding upon the members—

MR. HUTCHESON. I suppose, Congressman, that was the dumb wording of dumb labor leaders by not having any knowledge of the law of the land as to how it would apply.

Mr. OWENS. Mr. Johnston was here last week and he was talking about arbitration agreements. We had quite a discussion. I had this matter in mind and was wondering if the A. F. of L. in the selection of three of their own men to hear evidence and prepare a directive, could not agree upon it and would 8 months later issue a so-called clarification that made the dispute worse than it was before—if they could not clarify it how employees and unions could expect to arrange arbitration agreements that would be final and binding.

Mr. HUTCHESON. I suppose, Mr. Congressman, we will probably have to refer that back to Congress. They did such a wonderful job, as they thought, in enacting the Taft-Hartley law, so I suppose they think they are wise enough to enact something that will rectify all those things that you think are so wrong.

Mr. OWENS. Well, Mr. Hutcheson, at least the House of Representatives tried to do something that the house of labor failed to do.

Mr. HUTCHESON. What?

Mr. OWENS. The House of Representatives at least tried to take care of something in the law that the house of Labor failed to do, to take care of jurisdictional strikes.

Mr. KEARNS. Let's stay on the Hollywood situation.

Mr. OWENS. Well, I will defend Congress while Mr. Hutcheson is defending himself. I will defend the Congress every day of the week.

Mr. HUTCHESON. As an American and a registered voter I think I have the right to criticize Congress. I think a Congressman elected to Congress ought to be expected to be criticized.

Mr. OWENS. Oh, we have thick skins, very thick.

Now, I don't think we got very far on that question as to what jurisdiction you thought the council had over the three men.

Mr. HUTCHESON. Of course, I got far enough to present a reasonable statement as to the position of the Brotherhood of Carpenters. You, another American like myself, have a right to state your views as being different. I am not going to take umbrage with you doing that, because we are still American citizens.

Mr. OWENS. That brings us to the last paragraph again where you said that even though they felt they were to strictly adhere to the provisions of the directive handed down on December 26, 1945, you thought that meant as clarified by them. Is that right?

Mr. HUTCHESON. To clarify what they had first said.

Mr. OWENS. In other words, where they used this language:

In view of the alleged violations the committee hereby directs that all participants in the Hollywood Motion Picture Studio dispute strictly adhere to the provisions of the Directive handed down December 26, 1945.

Mr. HUTCHESON. Plus their clarification.

Mr. OWENS. You feel that even though they did not mention the clarification that they meant that?

Mr. HUTCHESON. Well, it is attached to the clarification.

Mr. OWENS. Mr. Dougherty in his testimony indicated they did not mean anything except what they said, that if they had to do it over again they would do it just like they did the first time.

He indicated Mr. Green's directions to the executive council, to them—when you talk about final authority—Mr. Green's statement is what caused them to do it. In other words, Mr. Green told them

to make the change. They did it by his directions only in the executive council. Don't you do things like that in your council or are the men telling a falsehood in that respect?

Mr. HUTCHESON. Mr. Congressman, you are making a statement as to what a member of the executive council said. You cannot expect me, not knowing anything he was talking about—whether it was so or whether it was not—to take a position on the matter, can you?

Mr. OWENS. After that so-called clarification was issued, it is my understanding that the IATSE insisted on going along with the directive of 1945 and the producers insisted on going along with it also; is that your understanding?

Mr. HUTCHESON. As far as I know, yes. I am not too familiar with that, because that was left up to our representatives.

Mr. OWENS. Then it is my understanding that Mr. Cambiano, the same man you mentioned before, when he laid down an edict in the second week of September to the effect that if that clarification were not followed and they were not given that work, they would not work on the sets. Do you know anything about that?

Mr. HUTCHESON. I think that is right.

Mr. OWENS. Then he had the authority to do that, did he?

Mr. HUTCHESON. By direction of the members of the local union. He was representing the local, representing their desires.

Mr. OWENS. Then it is my understanding, according to the evidence, when they did not do the work on the sets; they were given their checks and let out?

Mr. HUTCHESON. I don't know what the record shows, but I guess that is what the record would show.

Mr. OWENS. Then the painters went on strike; they were joined by the carpenters, machinists, and all these other unions of the so-called Conference of Studio Unions?

Mr. HUTCHESON. I don't know. All I can say is whatever the record shows.

Mr. OWENS. You do know they are participating in the strike and have been since September 1946?

Mr. HUTCHESON. I know that our members in the beginning exercised their right and prerogative as American citizens and refused to pass the picket line. I know further that they were finally discharged by the producers.

Mr. OWENS. I am going to ask you a plain, straightforward question:

Do you feel that this dispute between the two unions is any responsibility of the producers?

Mr. HUTCHESON. What do you mean by responsibility?

Mr. OWENS. Is there anything they could do about it?

Mr. HUTCHESON. The producers?

Mr. OWENS. If they were to follow the directive of 1945 and irk one side, then if they were to follow the clarification they would get in trouble with the other. Which were they supposed to do?

Mr. HUTCHESON. Mr. Congressman, not being a producer, I would hardly be competent to express an opinion as to what a producer would do. I rather imagine those gentlemen have enough intelligence to determine their own course of action.

Mr. OWENS. Then you approve of what they did?

Mr. HUTCHESON. I am not approving of anything they have done, because I do not think it is up to me to approve.

Mr. OWENS. I am asking you, what could they do except deal with one side or the other?

Mr. HUTCHESON. Why ask me? I am not a Congressman, I am not as intelligent as the Congressman is supposed to be, so why should I have the answer?

Mr. OWENS. You are a witness here, Mr. Hutcheson; you are one of the outstanding leaders of labor in the United States.

Mr. HUTCHESON. I am what?

Mr. OWENS. That is my understanding; you are president of an international that was in existence before the A. F. of L. came into existence.

Mr. HUTCHESON. That's right.

Mr. OWENS. And the first vice president of that tremendous organization, the A. F. of L. Who else better than you could I ask?

Mr. HUTCHESON. Well, wait a minute, Mr. Congressman, I want to change that. We had to change our designation because of the Taft-Hartley law.

Mr. OWENS. Oh, yes; that is right.

Mr. HUTCHESON. We had to change from first vice president to a councilman. We are down now to the basis of men elected to handle the affairs of the city, usually called councilmen.

Mr. OWENS. You are the ranking councilman, just like Mr. Landis is the ranking member of the committee, is that it?

In all seriousness, I am asking you, Mr. Hutcheson, what could the employer do in a situation like that?

Mr. HUTCHESON. Mr. Congressman, if you had followed my presentation here in reference to the basic agreement, you would have noted that from 1926 through to this period of 1945, there was only one difficulty during those years, from 1926 on, and that was when the IATSE went on strike in 1933. The rest of the signatories to that agreement stayed at work.

Now, then, that basic agreement could be continued. We did very well under it.

Mr. OWENS. I did not disregard that. That was powerful testimony. I am waiting for Mr. Casey's testimony when he comes on, because I understood he was the man who worked on that at the time.

Mr. HUTCHESON. Mr. Casey was very helpful in carrying out the principles and understandings reached under the basic agreement, and I think the producers would have to admit that, but perhaps they do not.

Mr. OWENS. I appreciate this fact, Mr. Hutcheson, that if the directive were not there in 1945, under the evidence you have given about the basic agreement in 1926, the thing would be settled and you could see it clearly.

Mr. HUTCHESON. But, Mr. Congressman, let me call this to your attention: One of the flies in the ointment, so to speak, was the fact that the painters' organization was not in the basic agreement in 1945. Now, there were two, and I think perhaps three, organizations that went into the basic agreement in 1926 and continued all the way through. The others were alienated out. The three were the musi-

cians, the United Carpenters and Joiners of America, and I think the electricians.

The painters were in and they were out. The IATSE was in and they were out. Now, arrangements could have been made whereby they were all in there—the mechanical trades I am talking about. The basic agreement would be able to take care of all these supposed difficulties.

Mr. OWENS. It sounded very good to me.

Mr. HUTCHESON. It still sounds good to anyone who will give it reasonable thought and consideration, provided all the mechanical trades are in it.

Mr. OWENS. It seems to me if the machinists, and even the teamsters who went through the line, were all in some sort of an agreement, as you say a basic agreement which would take care of everyone, that would be the only answer. I would be pleased very much if even our hearing here would bring about some meeting which would establish a basic agreement and would end that difficulty for all time in the future. No one would be more pleased than I. In sitting here I would not feel anything was accomplished if something was not done when we are through.

Mr. HUTCHESON. Now, Mr. Congressman, let me ask you another question, and in asking it I am not being sarcastic, so please do not misunderstand me.

Would it be your thought that Congress would—along the lines of the Taft-Hartley Act, which we do not like—enact something to cure those ills you are talking about?

Mr. OWENS. We all know we do not want compulsory arbitration, don't we?

Mr. HUTCHESON. I don't know how you would make it work, as long as we are Americans.

Mr. OWENS. Mr. Johnston mentioned something about having an arbitration agreement or provision in each contract. He says he is not providing the terms, but he wants to have Congress pass a law. It seems to me, if Congress passed a law saying the term would have to be in there, either written in by the parties or put in automatically, we would be putting a term in there, and while it might not be compulsory arbitration, as we understand it, it would be in the nature of compulsory arbitration.

However, in this particular case we are having arbitration difficulty right within the union itself.

Mr. HUTCHESON. Mr. Congressman, it would ill become me to criticize the thoughts of a gentleman like Mr. Johnston. He has a perfect right to his ideas and he is a learned gentleman, but I do not think he knows all about the labor movement.

As an illustration, we have had—and we probably will not have so many in the future because of your Taft-Hartley law—we have had for years many a closed-shop contract with our employers, with the provision in many of those contracts—I would not say all of them—whereby if there is a misunderstanding as to the meaning of that agreement it would go to arbitration. We do not call that compulsory arbitration. That is voluntary arbitration. In my opinion that is what ought to be done.

Again I will say this: It is up to our members and their employers, but we do not discourage that. In fact, we encourage it, if there was a misunderstanding as to the agreement entered into, the interpretation. If they cannot agree as to what it means, they call in an arbitrator.

Mr. OWENS. It is certainly apparent if something is not done you are going to have economic forces operating all the time and the workmen and the public are going to be the main losers. We try to do the best thing without going too far in the law, by providing an injunction, if necessary, against a jurisdictional strike.

Mr. HUTCHESON. How would you enforce it?

Mr. OWENS. You mean, how would an injunction be enforced?

Mr. HUTCHESON. Yes.

Mr. OWENS. By a court order.

Mr. HUTCHESON. What does a court order mean? I am just asking for information so I will know what to tell our folks.

Mr. OWENS. A court order would break up the picket line, that is all. That is the only thing they could do, if it were a jurisdictional strike.

Surely, you do not have any sympathy with jurisdictional strikes, do you?

Mr. HUTCHESON. We do not have any trouble?

Mr. OWENS. No. You do not have any sympathy with them? You believe that they are right and proper?

Mr. HUTCHESON. I do to this extent, that when someone takes the time to learn a trade, as you did, I suppose, take time to learn the law so that you could be admitted to the bar and practice as a lawyer, you chose that as your profession. Now, then, we have many a young man who chooses or decides to become a carpenter. At the present time we have between thirty-five and thirty-seven thousand young men working as apprentices learning to be carpenters.

Now, after they spend that much time acquiring ability, knowledge, an dtraining to be a carpenter, don't you think they are justified in rejecting and objecting to someone coming along and saying, "That is our work, we are going to do that," who never had been a carpenter? Don't you think the carpenters have just as much a right to defend their avocation in life as attorneys, doctors, or somebody else?

Mr. OWENS. There is no question about it.

Mr. HUTCHESON. Well, you agree with me, then; thank God for that.

Mr. OWENS. But the point is this——

Mr. HUTCHESON. Maybe we could do some teamwork here yet.

Mr. OWENS. The point is this, if the lawyers were to say that the jurisdictional strife was causing a loss to the workers or the public——

Mr. HUTCHESON. Let me ask you a question: What has the general public lost in the way of dollars and cents in the Hollywood controversy?

Mr. OWENS. I don't know about that, but I do know this, Mr. Hutcheson, in the last 6 months or the last year, because strikes decreased to one-fifth of what they were the preceding year, the estimated national income was, about fifteen to twenty billion dollars more as a result of that lessened number of strikes. I think that is mighty important for the country when a thing like that takes place.

Mr. HUTCHESON. Are you concluding from that statement that all of this loss was because of jurisdiction, nothing else?

Mr. OWENS. No; I wouldn't say that.

Mr. HUTCHESON. Oh; I wondered.

Mr. OWENS. But you remember at the strike in New Jersey it was purely jurisdictional, involving about \$50,000,000 worth of work.

Mr. HUTCHESON. The work has been completed, hasn't it?

Mr. OWENS. Oh, yes; it now has, because you did get in and help get it completed. I was just wondering whether that couldn't be done in this strike, too. That is all.

Mr. KEARNS. Mr. Counsel, do you have questions of the witness?

Mr. McCANN. Yes, sir. These were submitted by Mr. Zorn:

In March 1945, at your New Year meetings with Mr. Walsh, did you not insist that the carpenters be given jurisdiction over all work on wood, wood substitutes, and woodworking machinery in the studios?

Mr. HUTCHESON. I requested and insisted that we have jurisdiction over all carpenter work.

Mr. McCANN. Is it not a fact that this claim would have taken from IATSE members work which they had done for many years?

Mr. HUTCHESON. Not to my knowledge it wouldn't.

Mr. McCANN. When you and your organization supported the painters' picket line in their strike of March 12, 1945, were you not violating the no-strike pledge you made to the President of the United States?

Mr. HUTCHESON. I made a pledge to the President of the United States, a no-strike pledge?

Mr. McCANN. I am reading a question, Mr. Hutcheson.

Mr. HUTCHESON. I don't know anything about that kind of a question.

Mr. McCANN. Mr. Chairman, I cannot interpret these questions. All we can do is read them and ask for an answer.

Mr. KEARNS. That is right.

Mr. McCANN. Did not your organization continue to support the painters' picket line in disregard of the request of President William Green contained in his telegram of March 16, 1945, to Mr. Sorrell which reads:

RICHARD F. WALSH,

*International Alliance of Theatrical Stage Employees and
Motion Picture Operators of the United States and Canada,
Hollywood, Roosevelt Hotel.*

I submitted the following self-explanatory telegram, for your information, to Mr. Herb Sorrell, Los Angeles:

Regard strike of workers employed at motion-picture studios at Hollywood which press reports stated you have sponsored as a violation of no-strike pledge made by American Federation of Labor to President of United States for duration of war. It should never have occurred and ought to be terminated at once because millions of members affiliated with the American Federation of Labor have upheld honor and integrity. The standing and good name of the American Federation of Labor by adhering strictly to its no-strike pledge; you ought to join with them by doing likewise. I officially disavow your strike and call upon you and your associates to cease and desist from using name of American Federation of Labor in any way in connection with your strike, particularly upon banners carried by pickets or otherwise in advertisements or public statements. I also call upon you and those on strike whom you represent to exercise good judgment to terminate the unjustified strike in which you are engaged immediately, and take up grievances for adjustment through agency set up for settlement of grievances during existing war emergencies.

WILLIAM GREEN,
President, American Federation of Labor.

Mr. HUTCHESON. In answer to that I would say that the promise or pledge, whatever you want to call it, of the American Federation of Labor to the President of the United States, would have to do with work in connection with our war efforts, which by no stretch of the imagination, as I see it, could apply to the making of pictures.

Mr. McCANN. The question I am going to ask again, because you did not answer the exact question:

Did not your organization continue to support the painters' picket line?

Mr. HUTCHESON. Well, why all the window-dressing, then?

Mr. McCANN. Well, he has given that.

Mr. HUTCHESON. As long as you want the window-dressing there, I will give my answer just as I made it just now.

Mr. McCANN. Before the painters' strike in March 1945, what assurances of support, financial or otherwise, did you give Mr. Sorrell?

Mr. HUTCHESON. What was that question?

Mr. KEARNS. Will you speak louder, please?

Mr. McCANN. I thought I was speaking pretty loud, Mr. Chairman. Excuse me.

Before the painters' strike in March 1945, what assurances of support, financial or otherwise, did you give Mr. Sorrell?

Mr. HUTCHESON. Did I give?

Mr. McCANN. That is what it says, sir.

Mr. HUTCHESON. Not any.

Mr. McCANN. How much money did your organization contribute to support the 1945 strike?

Mr. HUTCHESON. Whose strike?

Mr. McCANN. I assume they mean the Hollywood strike.

Mr. KEARNS. Wait a minute, we don't want to assume anything there. We have to find out what strike it is.

Mr. McCANN. Mr. Chairman, we are investigating the 1945 and 1946 strike in Hollywood.

Mr. KEARNS. Yes; but don't you assume which one it was. You better ask counsel which one it was.

Mr. ZORN. The strike that started in March 1945, which the carpenters and painters supported by not going through the picket line.

Mr. HUTCHESON. That does not clarify anything, so far as I am concerned.

Mr. LANDIS. Does it include the carpenters?

Mr. McCANN. May I fill it in now, Mr. Chairman?

Mr. KEARNS. No; I think you better let him restate the question.

Mr. McCANN. Restate the question, please, Mr. Zorn.

Mr. KEARNS. No; give it back to him and let him rewrite it.

Mr. McCANN. While they are rewriting it, I will ask another question, sir:

Were you present and did you participate in the discussions at the A. F. of L. executive council meeting in Cincinnati in October 1945?

Mr. HUTCHESON. The record speaks for itself in that matter.

Mr. McCANN. The minutes of this meeting show that you, on behalf of your organization, agreed to the directive issued by the council which provided in part—

Mr. Chairman, may we go off the record?

(Discussion off the record.)

Mr. McCANN. Going back to the question now: The minutes of this meeting show that you, on behalf of your organization, agreed to the directive issued by the council. I think that covers it. Is there anything in this directive which requested the committee to hear you personally before making their decision?

Mr. HUTCHESON. I did not get that last.

Mr. McCANN. Is there anything in the directive of the Cincinnati meeting which requested the three-man committee to hear you personally before making their decision?

Mr. HUTCHESON. Oh, Mr. Chairman, naturally, when the action was taken by the council to authorize President Green to appoint a committee of three, the expectations of everyone were that naturally they would contact everybody in the controversy.

Mr. McCANN. Returning to the question that has been rewritten:

How much money did your organization contribute to support the painters' strike against the Hollywood studios which began on March 12, 1945, and in which the carpenters' union joined by refusing to pass the picket line?

Mr. HUTCHESON. Pay to whom?

Mr. McCANN. It says, how much money did your organization contribute to the support of the painters' strike?

Mr. HUTCHESON. Wait a minute, period.

Mr. McCANN. No, against the Hollywood studios which began on March 12, 1945, and which the carpenters' union joined by refusing to pass the painters' picket lines.

Mr. HUTCHESON. Mr. Chairman, I do not think that is any business of the gentleman who asked the question, as to how much money we might have paid to our members.

Mr. KEARNS. Does the witness refuse to answer the question?

Mr. HUTCHESON. Well, I think I made an answer.

Mr. McCANN. What position did Mr. Cambiano hold in your organization in November and December 1945?

Mr. HUTCHESON. General representative.

Mr. McCANN. Did not Mr. Cambiano and the representatives of the carpenters' appear before the three-man committee in Los Angeles in November or December 1945, present evidence and submit written statements in support of the carpenters' jurisdictional claims?

Mr. HUTCHESON. Mr. Chairman, I have put in the record evidence to show Mr. Cambiano was instructed to contact the committee, offer such assistance to them as was possible for him to render, with the understanding that he was not presenting the case to the brotherhood of the committee in full, and with the further understanding that they would not render their finding until the general president of the brotherhood had been contacted by them or given an opportunity to appear before them.

Mr. McCANN. After the three-man committee's decision, did you not protest it and state that your organization would not be bound by it?

Mr. HUTCHESON. The record speaks for itself on that, Mr. Chairman, the record that I presented to this committee.

Mr. McCANN. At the executive council meeting in January 1946, did you not make further protest against the three-man decision because, among other things, it took away from your members work which they had done for a number of years?

Mr. HUTCHESON. What was that question again, sir?

Mr. McCANN. At the executive council meeting in January 1946, did you not make further protests against the three-man decision because, among other reasons, it took away from your members work which they had done for a number of years?

Mr. HUTCHESON. My main protest at the January meeting was because of not having been given an opportunity to appear before the three-man committee.

Mr. McCANN. They ask, did you protest?

Mr. HUTCHESON. Protest what?

Mr. McCANN. Against the three-man decision because it took away from your members work which they had done for a number of years.

Mr. HUTCHESON. I presented this morning the record of my protest at that council meeting.

Mr. McCANN. I just wanted to be sure you were given an opportunity to understand the question, Mr. Hutcheson.

At the Miami meeting in January 1946, did not the producers' representatives advise the council that set erection on stages had been done by your members for some years prior to the March 1945 strike?

Mr. HUTCHESON. Again I think the record speaks for that.

Mr. McCANN. And that the transfer of set erection on stages to the IATSE would result in the loss of 300 to 400 jobs to your organization?

Mr. HUTCHESON. I think that is right.

Mr. McCANN. At the Miami meeting you protested the decision because you had not been given an opportunity to be heard.

Mr. HUTCHESON. The record shows that.

Mr. McCANN. In spite of your protest, did not the three-man committee, as is shown by the minutes of that meeting, refuse to make any change or amendment to their decision?

Mr. HUTCHESON. Again the record speaks for itself.

Mr. McCANN. In spite of your protest, did not President Green state, as shown by the minutes of the Miami meeting, page 221 of the record, that:

The council, along with all organizations involved, gave up their rights to amend any report that the committee might make because they agreed in advance to abide by whatever decision is made.

Mr. HUTCHESON. Again the record speaks for itself.

Mr. McCANN. In spite of your protest, is it not a fact that that executive council in Miami took no action to change, modify, or interpret the three-man decision?

Mr. HUTCHESON. Again the record speaks for itself.

Mr. McCANN. Describe in detail any and all conversations you have had with any of the members of the three-man committee between December 26, 1945, and August 17, 1946; tell us the substance of each of these conversations, when and where they occurred, and who was present.

Mr. HUTCHESON. Mr. Chairman, I have no record of having any conversation with the three members of that committee, other than in executive council session meetings.

Mr. McCANN. When the executive council in August 1946, instructed the three-man committee to issue a clarification of its December 1945, decision, did the council ask the committee to give the IATSE, the producers, or any other organization, an opportunity to appear before it and be heard before any clarification was issued?

Mr. HUTCHESON. The record will show for itself.

Mr. McCANN. Will you state whether you or the United Brotherhood of Carpenters and Joiners have contributed any financial support, including payment of any counsel fees, in connection with either or both of the lawsuits which have been filed in the Federal District Court in Los Angeles on behalf of certain individual carpenters as plaintiffs and in which Mr. Zach Lamar Cobb appears as attorney for the plaintiffs? Is it not a fact that the United Brotherhood of Carpenters is named as a defendant in those lawsuits?

Mr. KEARNS. Mr. Counsel, weren't we keeping that situation out of the record?

Mr. HUTCHESON. Mr. Chairman, if you are going to leave it in the record, I will answer it: None of his business.

Mr. McCANN. I think that settles those questions, sir.

Are there any other questions?

Mr. LEVY. I have some questions.

Mr. McCANN. I have another group of questions from Mr. Levy, of the IATSE.

Point out the clause in the basic agreement which abrogates the agreement made on February 5, 1925, between Carpenters Local 92, and IATSE Local 37.

Mr. HUTCHESON. Read that again.

(Question reread.)

Mr. HUTCHESON. We do not consider there ever was any agreement.

Mr. McCANN. You mean, you do not consider the 1925 agreement was an agreement?

Mr. HUTCHESON. That's right. That is what you read, was it not?

Mr. McCANN. That is right. I just wanted to clear it up for the sake of the record.

Mr. LEVY. I do not consider it an answer to the question. If Mr. McCann does, we will have to let it go.

Mr. McCANN. Mr. Chairman, I am trying to help. That is the best I can do. There are two agreements referred to here. I am doing my best to try to interpret this thing so as to make sense.

Now Mr. Hutcheson has stated, Mr. Levy, that he does not consider the 1925 agreement an agreement.

Mr. LEVY. He has stated that the basic agreement determines jurisdiction between the IATSE and the carpenters, so my question was specifically directed to the proposition, wherein does the basic agreement refer to the jurisdiction between the carpenters and the IATSE? I think the question is clear. If counsel does not want to investigate this matter, is not interested in following the lead, I cannot ask Mr. Hutcheson any further questions.

Mr. OWENS. Mr. Chairman, I consider the answer Mr. Hutcheson gave was that it did not refer to it. It would have no other connotation to me. He is taking responsibility for his answer.

Mr. LEVY. I understand it.

Mr. McCANN. I am very anxious, Mr. Chairman, to avoid criticism and to read the question right.

Mr. KEARNS. Mr. Hutcheson realizes his answer is in the record. That is all we can go by, the record made here.

Mr. McCANN. Still continuing with Mr. Levy's questions:

Was the local 1692 request for approval of the February 5, 1925, agreement in writing to the United Brotherhood?

Mr. HUTCHESON. I don't remember that, Mr. Chairman, but I will answer this way: Any agreement entered into, like that was entered into between that local and a local of another organization, must be approved by the general office before it is recognized as being operable.

Mr. OWENS. Why would that be, Mr. Hutcheson?

Mr. HUTCHESON. Why would that be? To follow the procedure of the constitution as made by referendum vote of our members. You could not let 2,700 locals, as we have in the brotherhood, promiscuously enter into an agreement with a local of another organization and agree to give away some of the work covered by our jurisdiction.

Mr. OWENS. You say your constitution covers that?

Mr. HUTCHESON. Our constitution covers that, certainly.

Mr. OWENS. What section?

Mr. HUTCHESON. I could not tell you offhand, but it refers to the fact that all agreements entered into must be approved by the general office.

Mr. OWENS. I would be interested in seeing that in your constitution.

Mr. KEARNS. You mean any local that enters into an agreement must have the approval of the general council?

Mr. HUTCHESON. That is right; and the same way with bylaws.

Mr. OWENS. I would like to see it in your constitution.

Mr. HUTCHESON. I will bring it to you tomorrow if that is agreeable.

Mr. KEARNS. Yes, let us proceed.

Mr. McCANN. This question relates to the one asked before: What was the date of the request?

Mr. HUTCHESON. What request?

Mr. McCANN. The question before was: Was the local 1692 request for approval of the February 5, 1925, agreement in writing to the United Brotherhood?

Mr. HUTCHESON. I do not recall what date it was.

Mr. McCANN. Was the refusal by the United Brotherhood to approve the agreement and its direction to abrogate the same, in written form?

Mr. HUTCHESON. I think it was. That is my memory, if my memory serves me right, because that would be the usual procedure.

Mr. McCANN. What was the date of that action?

Mr. HUTCHESON. I could not say.

Mr. McCANN. Were the charges brought against local 1692 in writing?

Mr. HUTCHESON. What charges?

Mr. McCANN. I cannot answer questions directed to me.

Mr. LEVY. Well, let me——

Mr. KEARNS. Just a minute, you reread the question and I will rule on it.

(Question reread.)

Mr. LEVY. The witness testified that charges were brought against local 1692 for entering into this agreement, in February 1925.

Mr. KEARNS. Now, just a minute.

Mr. HUTCHESON. Mr. Chairman, am I going into a discussion with the gentleman over here?

Mr. LEVY. I am not discussing it with the gentleman. I am answering a question.

Mr. KEARNS. Please sit down.

Mr. LEVY. Thank you.

Mr. KEARNS. The record shows what he has been proceeding on here. He has the right to answer as he wishes. It either stands for him or against him.

Mr. LEVY. If the chairman does not want to get an answer to the question that means anything, that is the chairman's responsibility.

The witness stated in response to my question put by Mr. McCann, "What charges?"

Mr. LANDIS. Mr. Chairman, just a brief observation. I would just check that question and let him write the question over.

Mr. HUTCHESON. Mr. Chairman, for the record, I do not recall having made the statement that there were charges against the local.

Mr. LEVY. May I ask where that is, please?

Mr. KEARNS. That would have to be a written statement.

Mr. OWENS. Mr. Chairman, if those statements were made, you could infer that was what was meant.

Mr. KEARNS. Let him write it out.

Mr. LEVY. I will write it as quickly and as legibly as I can.

Mr. McCANN. Was the revocation of the charter in writing?

Mr. HUTCHESON. What do they mean by the word "write"?

Mr. KEARNS. Repeat that question.

(Question reread.)

Mr. HUTCHESON. Naturally, I suppose it was. I don't remember the particular circumstances, because that was a few years ago, but naturally that would be the procedure.

Mr. McCANN. On what date?

Mr. HUTCHESON. I couldn't answer that; I don't know.

Mr. McCANN. Will you supply to the committee for the record all documents or letters involved in the above questions?

Mr. HUTCHESON. No; because I don't think it is any of the gentleman's business.

Mr. McCANN. In what way can you say that the studio carpenters' local union has the right of local——

Mr. KEARNS. Pardon me. Do you mean it is none of the committee's business, or the person who asks the question?

Mr. HUTCHESON. The gentleman who asks the question.

Mr. KEARNS. All right, just so we clear that up.

Mr. HUTCHESON. No; I am not ignoring the committee, Mr. Chairman.

Mr. McCANN. In what way can you say that the studio carpenters' local union has the right of local autonomy if you say you revoked its charter for not abrogating the agreement it made on February 5, 1925, with IATSE studio local 37?

Mr. HUTCHESON. In my presentation of evidence, Mr. Chairman, I made the statement that our members have local autonomy insofar as it applied to entering into agreements, understandings, and contracts with employers pertaining to hours, wages, and working conditions, period.

Mr. McCANN. Did the studio carpenters' local 946 have complete local autonomy under the basic agreement which you signed as general president of the United Brotherhood of Carpenters?

Mr. HUTCHESON. No; not to the extent that we interpret local autonomy, for the reason that under the basic agreement, and on the request of the producers, they asked the internationals who joined in the basic agreement to assume the responsibility of carrying out the terms of the basic agreement and not have to depend upon the members of the locals in Hollywood.

I might go one step further. And the members of local 946 were quite agreeable to that procedure of the basic agreement.

Mr. OWENS. Mr. Chairman, could I ask a question there?

Mr. KEARNS. All right.

Mr. OWENS. Mr. Hutcheson, how do you justify what you have just said about you only refer to autonomy between the local and the employers, when you admitted to me before that you as an international could do nothing to help jurisdictional disputes? How do you justify that with entering into conflicts between two unions when you admit you can do nothing about a jurisdictional dispute when it arises?

Mr. HUTCHESON. I don't understand your reasoning up to that point.

Mr. OWENS. You have said, both in the testimony last year and in the testimony today, that you could do nothing to help a jurisdictional dispute.

Mr. HUTCHESON. Wasn't that elucidated upon?

Mr. OWENS. Yes. I say, how do you justify what you just said about interfering or, let us call it entering into their local autonomy with regard to a contract when you could do nothing about a jurisdictional dispute after it arises?

Mr. HUTCHESON. Because in entering into an agreement with the local of another organization, if they agreed to waive claim to work that rightfully belongs to carpenters, that is not in conformity with the constitution of the United Brotherhood of Carpenters and Joiners, and therefore cannot be approved or accepted.

Mr. OWENS. With respect to the 1925 agreement, they have it entitled "Agreement Entered Into Between Local No. 1692 and Local Union No. 37, IATSE, in 1925, and American Federation of Labor Jurisdictional Award, 1921."

In the third paragraph Mr. McCann referred to before, it says:

Both parties to this agreement shall at once submit same to their international presidents with the request that it be incorporated as a part of the international agreement for a permanent period.

Does that mean according to the award made in 1921 they were permitted to go ahead and do that very thing?

Mr. HUTCHESON. I would not so understand it.

Mr. OWENS. Would you say it is not so?

Mr. HUTCHESON. What is not so?

Mr. OWENS. That they were not permitted to go ahead and make this agreement under your American Federation of Labor jurisdiction award in 1921?

Mr. HUTCHESON. That would be the opinion of the United Brotherhood because that understanding in 1921 was worked out through the international, with the international of the IATSE, under the sponsorship of the then president of the American Federation of Labor, Samuel Gompers, and it was a matter of international action, by the two internationals.

Mr. OWENS. When they entered into their agreement, or before they entered into their agreement in 1925, they set forth, just as you mentioned, that they were complying with the 1921 executive council order of the American Federation of Labor. That was signed by Canavan, Green, and Spencer for the stage employees, and John T. Cosgrove, first general vice president of the carpenters, and Frank Duffy, general secretary, indicating that they had a right to make such an agreement.

Mr. HUTCHESON. What did you say?

Mr. OWENS. Indicating that they had a right to make the agreement that they did in 1925.

Mr. HUTCHESON. No, indicating that as per the action of the convention of the American Federation of Labor in 1920 and 1921, they entered into that agreement, as you just read it.

Mr. OWENS. In other words, the 1921 jurisdictional award permitted them to do it?

Mr. HUTCHESON. Permitted who to do it?

Mr. OWENS. Permitted the stage employees and the carpenters to enter into such an agreement with each other.

Mr. HUTCHESON. It does not say so in the '21 agreement, does it?

Mr. OWENS. Well, the language of your own vice president:

In compliance with the decision of the American Federation of Labor, a conference was called and held July 9, 1921, in the executive council chambers of the American Federation of Labor, the organizations participating in the conference were represented as follows:

Then it shows the two organizations I have just mentioned, plus the American Federation of Labor, by Mr. Gompers, Mr. O'Connell, and Mr. Frame; that the subjects were brought up and discussed and arrangements were made for certain work. Then any differences arising were to be adjusted by an agreement between the two parties.

Mr. HUTCHESON. Ah, by the two parties. Then in '25, local 1692 took it upon itself to enter into an agreement with the IATSE, whereas they should have taken it up with the presidents of the two organizations entering into the 1921 agreement.

Mr. OWENS. In other words, you would say the final differences in adjustments would have to be with the two international presidents, rather than the locals?

Mr. HUTCHESON. They should be.

Mr. McCANN. May I proceed, Mr. Chairman?

Mr. KEARNS. Go ahead.

Mr. McCANN. Point out the clause in the basic agreement that fixes jurisdiction between the IATSE and the carpenters.

Mr. HUTCHESON. How was that again?

(Question reread.)

Mr. HUTCHESON. The basic agreement speaks for itself, as I presented it.

Mr. McCANN. Were charges brought against local 1692 for signing the agreement of February 5, 1925?

Mr. HUTCHESON. I don't think it is any of the gentleman's business.

Mr. McCANN. You testified that in April 1946 the carpenters' convention directed the nonacceptance of the December 26, 1945, decision of the three-man committee. Nevertheless, you are willing to accept that decision with the so-called clarification of August 16, 1946?

Mr. HUTCHESON. Mr. Chairman, I do not recall having used any such language. The record that I presented in reference to that will stand, whatever it is.

Mr. McCANN. How long has Cambiano been an international representative of the carpenters?

Mr. HUTCHESON. I don't think it is any of the gentleman's business, because that is the private affair of the brotherhood.

Mr. McCANN. Cambiano was the representative of the carpenters who gave the producers the ultimatum that the carpenters would not do carpentry work on stage sets erected by the IA?

Mr. HUTCHESON. I think the record answers that.

Mr. McCANN. Didn't you write Pat Casey on February 17, 1945, that—

Cambiano and Skelton, representing our organization, were informed that if the decorators went on strike our members were to recognize the picket line.

Mr. HUTCHESON. I haven't anything to do with the quote.

Mr. LEVY. I get that answer again, please?

Mr. HUTCHESON. I said I have nothing to do with the quote.

Mr. McCANN. Mr. Chairman, I think this is a matter that is involved in our investigation. I very respectfully request—and I think this is quite material—that you consider this question again and see if you can't answer it. I suggest that you should.

Didn't you write Pat Casey on February 17, 1945, that Cambiano and Skelton—

representing our organization, were informed that if the decorators went on strike our members were to recognize the picket lines.

Mr. HUTCHESON. Perhaps I did, because that is the policy the brotherhood follows—that our membership should recognize picket lines.

Mr. McCANN. Didn't the twenty-fifth general convention of the United Brotherhood of Carpenters concur in the resolution of studio local 946 to the effect that the Hollywood carpenters were on strike in 1945 for 13 weeks?

Mr. HUTCHESON. The record speaks for itself.

Mr. McCANN. So your statement that the carpenters did not strike in 1945, but merely refused to cross the picket line, is not correct?

Mr. HUTCHESON. The record speaks for itself.

Mr. Chairman, I might clarify it there by saying that neither I nor any other general officer is responsible for the wording of a resolution presented to our convention.

Mr. McCANN. After you wrote Knight that you could not be in California for the hearing, didn't your organization receive notice from the three-man committee to appear at the hearing in Hollywood on a specific date?

Mr. HUTCHESON. The record shows how that came about.

Mr. McCANN. I think the record definitely shows that they did get the notice, so there is no use wasting time with that. I think the notice went out to everybody and that evidence is in the Hollywood record.

Mr. OWENS. You mean that went out after November 13?

Mr. KEARNS. I think the question there is that there was a second one.

Mr. McCANN. After you wrote Knight?

MR. KEARNS. Mr. Knight said he could not be there.

MR. McCANN. That you could not be in California for the hearing.

MR. OWENS. That was November 5, I believe.

MR. McCANN. I am not sure about the date.

MR. HUTCHESON. I am quite willing to help correct the record, Mr. Chairman.

MR. McCANN. I will read it again.

(Question reread.)

MR. HUTCHESON. That was why I wrote Knight. The records I presented show when I received that notice, that is when I wrote him and told him we could not be there.

MR. KEARNS. I think you suggested you would meet him in Washington, or some place.

MR. HUTCHESON. I told him I could not be in Los Angeles or Hollywood.

MR. OWENS. Mr. Chairman, the question there is that after that letter was written by Mr. Hutcheson, whether or not he received another communication after that date.

MR. HUTCHESON. Not that I recall. That was the notification I answered when he notified me of the meeting there on that date.

MR. OWENS. That was the time they were supposed to meet in about 9 days and that was what I was asking you about this morning, where the indication was that in view of the fact that they had to complete their report within 60 days after October 26, you probably did hear from them sometime between the time you wrote and December 26.

MR. HUTCHESON. I do not want to interrupt your thought, but I think the records I presented here would show that that communication from Knight was on December 3, as I recall, or the notification that they were going to meet on December 3.

MR. OWENS. I think when a question like that is asked there should be a foundation laid by the one asking it, if he has it, to show there is something in the record which does indicate there was another notice sent out after that time.

MR. KEARNS. You read the communication; did you not?

MR. HUTCHESON. Yes; but I think the Congressman raised a point that should be determined.

MR. KEARNS. If Mr. Levy wants to give a date, he can put it in the question.

MR. LEVY. I do not have the correspondence before me, but my recollection is that what Mr. Knight testified to was that he made it clear to Mr. Hutcheson that the hearing would be held on a specific day. I understood there was a written communication with respect to it. I have not seen the communication.

MR. HUTCHESON. Mr. Chairman, I am not familiar with what Vice President Knight at that time testified to, but here is the communication I read into the record today.

MR. OWENS. What is the date on that?

MR. HUTCHESON. It is dated November 30, 1945. Now without reading it all into the record again, down here it says:

The committee met later in the afternoon and decided to go to Hollywood in 30 days, but due to certain conditions they could not be there until December 3.

That is the communication that I answered. That is in the record.

MR. KEARNS. Proceed, Mr. McCann.

Mr. McCANN. This is a statement of fact, Mr. Chairman, that I am reading for Mr. Levy. I think we will have to comment on it when we get through:

Since some of the correspondence between Hutcheson and/or the carpenters and Knight and/or the three-man committee has been read in evidence, I think all of the correspondence should be read in.

Now I don't know of any other correspondence. I will ask Mr. Hutcheson if he does.

Did you have any other correspondence with Mr. Knight, other than what you have given us here?

Mr. HUTCHESON. Not that I recall, only what I read into the record.

Mr. McCANN. Do you have any other correspondence at all of your union with the three-man committee?

Mr. HUTCHESON. You mean further correspondence with the three-man committee?

Mr. McCANN. Yes.

Mr. HUTCHESON. I don't recall ever writing a letter to the three-man committee.

Mr. McCANN. But you did write to Mr. Knight?

Mr. HUTCHESON. I have no recollection of ever writing any communications other than what I presented to the chairman.

Mr. KEARNS. That is all that is necessary.

Mr. HUTCHESON. Now, Mr. Chairman, let me say also there is one thing I did not present here this afternoon—I presume it has been misplaced in our records—I did get a request—as I recall, a wire—from President Knight asking me to send someone representing our organization to the committee on Hollywood or Los Angeles to assist them. I think I stated that in my presentation. I stated I notified Joe Cambiano. That is how Cambiano came to go there. On the request of Knight I notified Cambiano to contact him and render such assistance as he would be able to the committee.

I do not have that telegram here but that, in substance, is what it was.

Mr. LEVY. My question asked for communications, sir.

Mr. OWENS. We asked for that telegram this morning and Mr. Hutcheson said that he would have a difficult time finding any such telegram.

Mr. LEVY. I am talking now about the communication from Mr. Knight, the chairman of this three-man committee, to the general president, or his office, of the United Brotherhood of Carpenters and Joiners of America, informing him that there would be a hearing on a specific date. That telegram has not been read in evidence, although Mr. Hutcheson did testify as to his recollection of what the telegram said.

Mr. KEARNS. Maybe Mr. Hutcheson can furnish that for the committee at a later date.

Mr. HUTCHESON. Mr. Chairman, I just read out of the letter a definite date.

Mr. KEARNS. If there was a telegram and you find it in your files, will you submit it to the committee?

Mr. HUTCHESON. I do not recall the telegram gave any definite date because we had already given a definite date as December 3.

Mr. KEARNS. Proceed, Mr. Counsel.

Mr. McCANN. Since we have already received the minutes of the Miami and Chicago meeting of the A. F. of L. executive council, I think we should also have the Washington minutes of May 1946. That is a statement by Mr. Levy, Mr. Chairman.

Mr. HUTCHESON. Mr. Chairman, the records will show what was done in May 1946. I read the minutes of that meeting. They are in the record.

Mr. KEARNS. At that point, Mr. Counsel, I want to give the report for tomorrow. We will meet in room 429, on the fourth floor, tomorrow morning at 10 o'clock. Counsel probably will not have enough room to sit down at the regular tables in that room because the press will probably need that space. We will have them take the members' seats at the far end of the bench on either side.

We will adjourn right now until 10 o'clock tomorrow morning. (Whereupon, at 5 p. m., the subcommittee adjourned until 10 a. m. Tuesday, February 24, 1948.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

TUESDAY, FEBRUARY 24, 1948

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Washington, D. C.

The subcommittee met at 10 a. m., pursuant to adjournment, before Carroll D. Kearns, chairman of the special subcommittee.

Mr. KEARNS. The hearing will come to order.

Mr. Hutcheson, will you please take the stand again.

Mr. KEARNS. When we adjourned last evening we were in the process of presenting questions to Mr. Hutcheson from which attorney, Mr. McCann?

Mr. McCANN. From Mr. Levy. Mr. Levy has not shown up, nor has he given me back the questions he took from me.

Mr. KEARNS. Do you have any other questions to submit?

Mr. McCANN. I have no other questions.

May I suggest, Mr. Chairman, unless you have further questions at this time, that we excuse Mr. Hutcheson and proceed with Mr. Lindelof?

Mr. KEARNS. No objection.

Mr. Lindelof.

TESTIMONY OF LAWRENCE P. LINDELOF, PRESIDENT, BROTHERHOOD OF PAINTERS, DECORATORS, AND PAPERHANGERS OF AMERICA

Mr. LINDELOF. The name is Lawrence P. Lindelof; address, Painters and Decorators Building, Lafayette, Ind.; telephone, 3081.

Mr. McCANN. Mr. Lindelof, will you proceed in your own way and give us a statement of your personal knowledge of the Hollywood jurisdictional strife? As I understand it, you are the president of the painters' international union?

Mr. LINDELOF. Correct.

Mr. McCANN. Proceed.

Mr. LINDELOF. Do you want that from the start?

Mr. McCANN. From 1945 on, sir.

Mr. KEARNS. That is from the Cincinnati meeting.

Mr. LINDELOF. I was present, of course, at the Cincinnati meeting where the president of the American Federation of Labor appointed a committee of three to proceed to Hollywood in an endeavor to make an investigation and recommend a way of adjusting the controversy there.

I and others were invited to participate in the hearings that were held in Los Angeles, Calif., at that time, but I did not go there. Other business prevented me from traveling that distance at that time.

However, I had a representative there who looked after the interests of the international and the membership involved in the controversy.

Mr. McCANN. What was the name of that representative?

Mr. LINDELOF. His name was Ray Gelston. By the way, since then he has passed on.

The committee, of course, made its report to the American Federation of Labor. The directive we are now all familiar with.

In accordance with the instructions, when the committee had reported, all the men returned to work in the studios.

They worked there for some time when the American Federation of Labor issued a clarification of the directive. This directive was not satisfactory, principally to the carpenters, in view of their dispute between the set erectors and set assemblage.

When the carpenters refused to work on what was known as the "hot" sets and the painters refused to work on these "hot" sets, then all of those men were discharged and locked out by the studios.

The matter has been up since then before the American Federation of Labor, that is, the executive council of the American Federation of Labor at the convention in San Francisco, but matters stand as they did at that time.

Mr. McCANN. Mr. Lindelof, you were present at the Cincinnati meeting in October 1945 you said?

Mr. LINDELOF. Correct.

Mr. McCANN. At that time did you consent to be bound by the directive to be issued by the three-man committee?

Mr. LINDELOF. I did.

Mr. McCANN. You did not, you have just testified, go to Los Angeles, but had a personal representative there?

Mr. LINDELOF. That is correct.

Mr. McCANN. When the directive was issued by the three-man committee on December 26, 1945, were you thereafter present at the meeting of the executive council in Miami?

Mr. LINDELOF. No, sir. I am not a member of the executive council.

Mr. McCANN. So you know nothing of what transpired at that time?

Mr. LINDELOF. No; I would not know.

Mr. McCANN. Then there was a meeting, as I understand it, of the executive council in August of 1946 in Chicago, Ill.?

Mr. LINDELOF. Correct.

Mr. McCANN. Were you present at that meeting?

Mr. LINDELOF. No; I was not, because, as I stated, I am not a member of the executive council of the American Federation of Labor.

Mr. McCANN. Have you told the committee all that you feel you want to say at this time?

Mr. LINDELOF. I believe so.

Mr. McCANN. Mr. Chairman, I have no further questions.

Mr. KEARNS. Any questions?

Mr. OWENS. Just a few, Mr. Chairman.

Mr. Lindelof, it was the painters who began the strike in the spring of '45, was it not?

Mr. LINDELOF. That is right.

Mr. OWENS. It is true, is it not, that Mr. Green sent a telegram asking them to stop the strike in order to comply with the promise of the A. F. of L. not to strike during wartime?

Mr. LINDELOF. That is also correct.

Mr. OWENS. Can you state why it was that they persisted in the strike at that time?

Mr. LINDELOF. May I make a statement of my own previous to that, a short one?

Mr. OWENS. Yes, we would be pleased to hear it.

Mr. LINDELOF. I wish to state that as far back as 1942, early in 1942, the painters requested the international association to sign a no-strike agreement with the International Contractors Association. We adhered to that agreement, as well as the one that was issued afterwards by President Green.

But conditions out in Hollywood were of such a nature that the men were entirely dissatisfied. They were endeavoring to get an agreement at that time with the producers. They were not successful and consequently they went on strike at that time. Neither I nor anyone else could stop them because of the fact that their conditions were such they warranted a strike at that time.

Furthermore, an order was issued by the executive board of the Brotherhood of Painters that they should not interfere in the production of any pictures that affected education or the war subjects.

Mr. OWENS. In view of the fact that they were out on strike and not working on those pictures, how could they be out on strike and not affecting such pictures?

Mr. LINDELOF. They did not interfere with those pictures, they were working in there.

Mr. OWENS. If they were not helping they would be interfering by not helping, wouldn't they?

Mr. LINDELOF. That may be. I don't know just how they would work that, but that was the order that was issued and I was assured by the representatives of the Conference of Studio Unions that they would not interfere with any subject matter of that kind.

Mr. OWENS. But your international did not ask them to cease the strike during the war, did it?

Mr. LINDELOF. No, it did not.

Mr. OWENS. You were not a part, you say, of the agreement made in the fall of 1945, at the time they agreed to have a committee of three appointed to arbitrate the difficulties? Were you a part of that agreement?

Mr. LINDELOF. You mean the basic agreement?

Mr. OWENS. No. In the fall of 1945 at the Cincinnati convention, let us call it, where they agreed to have a committee of three vice-presidents appointed of the A. F. of L., to arbitrate the difficulties, did you join in that agreement?

Mr. LINDELOF. Oh, certainly. That has been stipulated. That is in the records now.

Mr. OWENS. When the directive was handed down in December of 1945, did you go along with it?

Mr. LINDELOF. Everybody went along. They all went back to work at that time and worked for some time, as you will recall as according to the testimony presented here.

Mr. OWENS. Then in September of 1945, you refused to work on the sets in accordance with the terms of that agreement; isn't that true?

Mr. McCANN. September '46, you mean.

Mr. OWENS. Thank you, Mr. McCann.

Mr. LINDELOF. Well, of course, there are two ways of placing that question, and probably answering it.

Mr. OWENS. You answer it both ways.

Mr. LINDELOF. In fact, I have already answered it, Congressman. I stated that because the carpenters and painters refused to work on what was known as the "hot" sets, their services were discontinued in the studios, in other words, a lock-out.

Mr. OWENS. In other words, the sets were not "hot" from January to August, but they became "hot" in September?

Mr. LINDELOF. That is right.

Mr. OWENS. What did you feel made them "hot" in September after the summer was over?

Mr. LINDELOF. That was after the clarification was issued by the American Federation of Labor. Now, we are members of the American Federation of Labor and affiliated with it. When the clarification came out we carried out the clarification as defined by the American Federation of Labor.

Mr. OWENS. You understood that Mr. Hutcheson opposed the original directive; felt they had not given the carpenters a fair chance to testify. Did you understand that?

Mr. LINDELOF. Yes.

Mr. OWENS. Did you feel when they met in August and decided to change that, that they had given the other unions a fair chance to oppose the clarification?

Mr. LINDELOF. Well, that is a question probably someone else could answer better than I. I do not know anything about carpenter work, but I know the painter supports the carpenter and the carpenter supports the painter in all matters where there is a dispute, relative to conditions, wages, or other matters.

Mr. OWENS. At least you feel you did go along with what was done by the leaders of the American Federation of Labor?

Mr. LINDELOF. That is correct. That has been our policy for years. We have always gone along with that policy.

Mr. OWENS. But it did put the producers in a bad spot, didn't it, where they were trying to follow the first directive and then have to try to follow the second?

Mr. LINDELOF. Yes, I agree with you on that, and they are in a bad spot now.

Mr. OWENS. What remedy would you have for a situation where an employer was put in that position?

Mr. LINDELOF. Well, I don't know. My remedy was perhaps not so very good. I suggested a remedy previous to the Cincinnati meeting.

Mr. OWENS. What was that remedy, Mr. Lindelof?

Mr. LINDELOF. That was an organization similar to that of the studio unions be set up, with everybody affiliated in that group, and that one man from each organization act on the committee to settle all jurisdictional disputes. A subcommittee was to be selected from this committee at large.

I want to say that at the Chicago meeting Brother Keenan came to me and wanted to know if I would go along with the establishment of a committee of that kind.

Mr. OWENS. You mean Joe Keenan?

Mr. LINDELOF. Yes, Joe Keenan. I informed him I most certainly would go along with that because that was the proposal that I made previous to the Cincinnati meeting.

Mr. OWENS. Would you feel the internationals would have to give up their jurisdiction, their right to expel a local union for entering into an agreement of that kind?

Mr. LINDELOF. Well, of course, naturally laws would have to be drawn up in order to safeguard that. It was still labor settling its own disputes.

Mr. OWENS. In other words, there would have to be some arrangement made between the international whereby they would not interfere with that autonomous right, as you call it, of the locals to enter into an agreement to bring about that settlement of their disputes, is that correct?

Mr. LINDELOF. It would not be an agreement. It should be an absolute mandate that all jurisdictions should be respected.

Mr. OWENS. Well, you see—

Mr. LINDELOF. In my opinion, with this kind of a set-up it would be a matter of voluntary action, a voluntary set-up where everyone would respect the decisions that were made. In other words, voluntary arbitration.

Mr. OWENS. You would have sort of a horizontal union within the A. F. of L., wouldn't you?

Mr. LINDELOF. Well, I don't know about that, no. They are all employed in the studios there and I feel certain it could be handled in that manner.

Mr. OWENS. Well, it sounds good to me.

Mr. LINDELOF. What I was trying to get away from was some other kind of arbitration. This would be a voluntary arbitration set-up, and it could be worked out satisfactorily.

Mr. OWENS. That is the first time I have heard that arrangement suggested, and I congratulate you on it.

Thank you. That is all, Mr. Chairman.

Mr. McCANN. Mr. Lindelof, the advantage of the proposal that you made as against the proposal of the executive council was that had your suggestion been carried out, the men in the studios who were familiar with the historic activities of the various trades would have been the body that adjudicated the disputes?

Mr. LINDELOF. That is right.

Mr. McCANN. Whereas, the president of the American Federation of Labor, upon the directive of the executive council, sent out three men who were not familiar with the operations of the studios and they had only 30 days in which to try to become familiar with those operations and to dispose of the differences for all time. That is correct, is it not?

Mr. LINDELOF. That is correct.

Mr. McCANN. Now, on the other hand, if your proposal had gone through, the issues arising from day to day would have been disposed of by experts within the studios?

Mr. LINDELOF. That is right.

Mr. McCANN. Whereas, the three-man committee tried to make an over-all determination of an industry that is constantly in a state of flux, where there are issues arising from day to day which may differ from the issues that were decided last week or last month or last year, is that not true?

Mr. LINDELOF. That is correct.

Mr. McCANN. I want to join Mr. Owens in saying that I think your proposal was very sound, indeed.

Mr. LINDELOF. The way it is now you have the Conference of Studio Unions and you have some organizations affiliated with that. Then you have the basic agreement with other organizations coming under the basic agreement.

My contention is if a set-up could be made where all these studio unions could be represented on the committee, they should have full power, and any decisions they might make would be final and binding.

At the present time, of course, the final and binding has not worked out so good.

Mr. McCANN. Mr. Lindelof, there is just one situation out there that I anticipate could not be handled by such a committee as you have mentioned. That is the two common labor organizations. As I understand it, the IA has a common labor organization and the hod carriers have a common labor organization in Hollywood. If they are handling green hay, one common labor organization has to handle it, and if it is dry hay another common labor organization has to handle it.

Now, it would seem to me that where you have two common labor organizations covering the same field, each of them demanding the right to dig a hole, as the industry has represented to us, that the American Federation of Labor should take steps to do away with such dual jurisdiction in an industry. Do you not agree with that?

Mr. LINDELOF. I agree with that.

Mr. McCANN. I have no further questions of Mr. Lindelof, Mr. Chairman.

Mr. LEVY. I have some, sir.

Mr. McCANN. These questions are proposed by Mr. Levy, counsel of the IATSE.

Didn't you in March 1945, as president of the brotherhood of painters, officially notify Sorrell to call off the strike?

Mr. LINDELOF. What date was that in 1945?

Mr. McCANN. In March 1945.

Mr. LINDELOF. I believe I did.

Mr. LEVY. May I ask—

Mr. McCANN. You will have to write them. Mr. Chairman, I insist that these interruptions shall not be made by counsel.

Mr. LEVY. I insist no interruptions be made by counsel, no matter who the counsel may be.

Mr. COBB. May I ask that the last question and answer be read?

Mr. McCANN. Didn't you in March 1945, as president of the brotherhood of painters, officially notify Sorrell to call off the strike, and his answer was that he believed that he did.

Didn't Sorrell disobey your instructions?

Mr. LINDELOF. No; for the reason that later on after investigating I sanctioned the strike.

Mr. McCANN. Didn't you know that the War Labor Board wired Sorrell on March 21, 1945, that, and I quote, "This strike constitutes a flagrant disregard of labor's no-strike pledge to the President and of the procedures established for the peaceful settlement of labor disputes in time of war?"

Mr. LINDELOF. I was fully aware of that telegram.

Mr. McCANN. Didn't you on March 13, 1945, as international president of the brotherhood of painters, issue instructions that all strikers return to work?

Mr. LINDELOF. I believe that was previous to the time that I issued the order and sanctioned the strike.

Mr. McCANN. Didn't you notify the War Labor Board to that effect?

Mr. LINDELOF. I did.

Mr. McCANN. I show you this telegram to Mr. Walsh from the War Labor Board and ask you whether you didn't receive a similar telegram on March 21, 1945? I am now reading the telegram:

The following telegram today sent to Herbert Sorrell, president, Conference of Studio Unions, and Edward Mussa, business representative, Local 1421, Set Designers, Decorators, and Illustrators, A. F. of L.: "Re Association of Motion Picture Producers and Local 1421 of the Brotherhood of Painters, Decorators and Paperhangers of America, A. F. of L., and Local 44 of the International Alliance of Theatrical Stage Employees, A. F. of L., the National War Labor Board is advised that members of the Set Designers, Decorators and Illustrators, Local 1421, of the Brotherhood of Painters, Decorators and Paperhangers of America, A. F. of L., employed by the major motion picture producers in Hollywood, are continuing a strike which started on March 12, 1945. This strike constitutes a flagrant disregard of labor's no-strike pledge to the President and of the procedures established for the peaceful settlement of labor disputes in time of war. The afore-mentioned case was certified to the National War Labor Board on October 11, 1944, by the Secretary of Labor as a jurisdictional dispute between Local 1421 of the Brotherhood of Painters, Decorators and Paperhangers of America, A. F. of L., and Local 44 of the International Alliance of Theatrical Stage Employees, A. F. of L.

"In accordance with the past practice of the Board the dispute was referred to the labor members of the Board for adjustment. As the dispute was not settled by the labor members it was referred to the president of the American Federation of Labor and to the presidents of the two international unions for settlement. Upon being advised that the dispute had not been settled as a result of this referral in accordance with its established policy with respect to jurisdictional disputes an arbitrator was appointed on January 26, 1945; the painters were advised that Mr. Thomas Tongue had been appointed arbitrator. After a public hearing where the parties were afforded an opportunity of presenting evidence and arguments in support of their respecting positions, Mr. Tongue on February 17, 1945, issued his award. Petitions for review of the award have been filed with the Board by the producers and Local 44 of the International Alliance of Theatrical Stage Employees; the petitions for review of the arbitrator's award were on the Board's agenda the week of March 12 for preliminary determination as to whether or not the award presented a reviewable issue. Your union engaged in a work stoppage during that week thereby preventing the Board from acting on the petitions.

"On the day of the strike. The Board advised the parties that it had voted not to take any action with respect to the petitions while the strike was in progress. The Board also stated that after it had been notified of the termination of the strike it would proceed to consider the petitions for review of the arbitrator's award. On March 13, 1945, Mr. Lindelof, your international president, issued instructions that all strikers be returned to work. These instructions have not been followed. Now therefore pursuant to the powers vested in it by Executive Order 9017 of January 12, 1942, the Executive orders, directives and regulations issued under the act of October 2, 1942, and by the War Labor Disputes Act of June 25, 1943, the National War Labor Board directs that the strike be terminated immediately and that the Board be advised accordingly."

GEORGE W. TAYLOR,
Chairman, National War Labor Board.

Do you recall the question?

Mr. LINDELOF. Yes, I do. That was in the matter of the dispute between the IATSE and the studio unions relative to the set decorators. Mr. Tongue had held a hearing there and neither the producers nor the IA favored the decision as made by Tongue, and consequently took the case in to the National Labor Relations Board.

It was therefore some months. I made at least two trips to Washington on those hearings and nothing materialized. The men finally got dissatisfied to such an extent they were compelled to strike in order to protect their own jurisdiction that was granted them in their own particular interest.

It may be interesting for you to know that when the decision was handed down by the National Labor Relations Board it was in favor of local union 1421, the set designers local union.

Mr. McCANN. Off the record, Mr. Chairman.

(Discussion off the record.)

Mr. McCANN. Continuing with Mr. Levy's questions—

Mr. OWENS. Mr. Chairman, I would like to clear up something there. That was the National Labor Relations Board that later upheld your theory?

Mr. LINDELOF. That is correct.

Mr. OWENS. In other words, the arm of the Government that had charge of that particular matter at that time?

Mr. LINDELOF. Yes, sir.

Mr. McCANN. As I recall his testimony, Mr. Chairman—and I would like to be corrected if I am wrong—when the War Labor Board sent out its men to investigate this thing the producers and the IA refused to participate in the War Labor Board hearing, as I recall it. Then they did appeal from that and proceeded to also file with the National Labor Relations Board. Is that correct?

Mr. LINDELOF. That is correct. That is already in the testimony.

Mr. ZORN. A correction of fact there, Mr. McCann—

Mr. KEARNS. Just a moment.

Mr. McCANN. You may correct it with the witness later if there is any error there.

Mr. ZORN. It is your statement.

Mr. LEVY. Yes, I would like to correct it, too.

Mr. KEARNS. Then let's have it written down. I do not want to have these interruptions on the thing.

Mr. LEVY. I say I would like to correct it with the witness later.

Mr. KEARNS. Very well.

Mr. McCANN. If there is any misstatement of fact, Mr. Chairman, we want it corrected. We are trying to summarize our impression of what this witness has said.

Continuing with Mr. Levy's questions:

Didn't you receive from President Green a telegram on or about March 16, 1945, similar to the one received by Mr. Walsh?

Mr. LINDELOF. I believe so, yes.

Mr. McCANN. Mr. Chairman, the telegram that is presented has been received in the record now two or three different times. Are you familiar with the telegram that has been read?

Mr. LINDELOF. I am.

Mr. McCANN. And you received one like it?

Mr. LINDELOF. I did.

Mr. McCANN. I see no reason to clutter up the record by repeating this telegram which was addressed to Richard F. Walsh, president, International Alliance of Theatrical Stage and Moving Picture Operators of the United States and Canada, on March 16, 1945, and signed by William Green, president.

Mr. KEARNS. So ordered.

Mr. McCANN. When was the so-called sanction of the strike?

Mr. LINDELOF. Which strike was that now, in 1945?

Mr. McCANN. I assume so, and I assume he refers to your sanction or approval of it.

Mr. LINDELOF. I assume it was sometime in March, about 10 days or 2 weeks after the strike started.

Mr. McCANN. That disposes of the next question which asks if it is months later, and you said 2 weeks.

Mr. LINDELOF. Yes, something like that.

Mr. McCANN. Weren't your instructions disobeyed from March 13, 1945, until the time you sanctioned the strike?

Mr. LINDELOF. I would admit, yes, for those 10 days or 2 weeks.

Mr. McCANN. Didn't you sanction the strike because of the request of the carpenters?

Mr. LINDELOF. Oh, no, I did not. I was not dealing with the carpenters. I was dealing with my own members and my own representatives in the Hollywood studios.

Mr. McCANN. Didn't you permit Sorrell to take over in the painters' organization in California the following groups who were not painters: Office workers, exchange workers, screen-story analysts, set dressers, designers, cartoonists, publicists?

Mr. LINDELOF. All of those that you mentioned, except the office workers, yes. We had a set designers' local union for years in Hollywood, and they organized these people because they were coming under our jurisdiction, set designers, cartoonists, and decorators. We organized them and have had them for years, and have them now.

Mr. KEARNS. Did their locals ask to affiliate with you?

Mr. LINDELOF. They did ask to become affiliated with us. They said either they go into the painters or they go into the CIO. Naturally, I do not want anyone to go into the CIO—not for that particular reason, but because of the fact that under our particular jurisdiction it was our work.

Now, then, with reference to the office workers, yes. We granted the office workers a charter and they had no license whatever to be in our international union.

Mr. KEARNS. How did you get away with that?

Mr. LINDELOF. Oh, I got away with it fine. By the way, I am not the only one that has office workers. In fact, I haven't got any now, but some other internationals have a lot of them.

I issued a charter when it became known that they would not affiliate with any other body than the CIO. I finally agreed after about 8 months' bargaining—I agreed to issue the office workers a charter.

On that charter I stipulated that if and when the American Federation of Labor grants an international charter to the office workers I will turn these office workers over to that international union.

Two months after the charter was granted to the International Union of Office Workers I turned over 3,000 office workers that I had in our organization to the proper international union where they belonged.

Mr. LEVY. Will you ask him about the publicists, please, because you put them all together, Mr. McCann?

Mr. OWENS. You saved them from the terrible CIO?

Mr. LINDELOF. That was all I was interested in.

Mr. McCANN. Have you anything to add with respect to the publicists?

Mr. LINDELOF. No. I claimed that they came under the jurisdiction of the Brotherhood of Painters and Decorators. We organized them, and they are in there.

Mr. McCANN. Continuing with Mr. Levy's questions: Was the sanction that you referred to a while ago in writing?

Mr. LINDELOF. It was a telegram.

Mr. McCANN. Will you produce the written notice of sanction?

Mr. LINDELOF. I will try to find it at the office and mail it in.

Mr. KEARNS. You will submit that to the committee, please?

Mr. LINDELOF. Yes, sir.

Mr. McCANN. Continuing with Mr. Levy's questions:

When the studio-office workers refused to go out on strike didn't you take disciplinary action against them?

Mr. LINDELOF. Not me. I don't know anything about it, in fact.

Mr. McCANN. We now have some questions by Mr. Zorn:

In the Cincinnati meeting in October 1945 you agreed to be bound by the three-man committee decision; after that decision was issued in December 1945, did you take any steps to have the decision clarified, modified, or amended?

Mr. LINDELOF. After the decision was rendered?

Mr. McCANN. Yes, sir.

Mr. LINDELOF. Not I.

Mr. McCANN. After an international president has agreed to a final and binding decision, is it your opinion that it is proper for him to make efforts to get the decision changed?

Mr. LINDELOF. Yes; I believe so.

Mr. McCANN. Do you care to add anything to it?

Mr. LINDELOF. Yes; I would like to add something to it.

Mr. McCANN. Proceed.

Mr. LINDELOF. Because of the fact that this was a committee appointed by the American Federation of Labor, by the president of that organization, and while the decision of the committee was final and binding, I contend that where the committee probably was not as familiar with the important questions in the studios as they be, it would be open to anyone to correct them, to point out that there was a fault, that there was lack of information.

Mr. McCANN. Any further questions, gentlemen?

Mr. LINDELOF. If someone else had not taken that action, probably I would have. Fortunately I got all the jurisdiction I always had there; in fact, I got more.

Mr. OWENS. Don't you feel, Mr. Lindelof, that the words "final and binding," if they are not obeyed by the leaders of labor, there never can be any peace in labor negotiations?

Mr. LINDELOF. Well, that is a question. I know we will disagree on that. This final and binding, we find it in courts and we find it in arbitration and also in jurisdictional disputes where those words are used and they are not carried out. There is further consideration given to the set-up.

Mr. OWENS. That is true, Mr. Lindelof. In other words, it may be brought into court for an interpretation and for evidence to show there was a mistake made and that it should be either abrogated or modified in some way. Don't you think it is a colossal mistake for the leaders of labor to try to change it themselves, to change it in a meeting where they do not have the parties appear a second time to present their case? They just make an automatic change without calling the parties in? Don't you think that was a big mistake?

Mr. LINDELOF. No; I quite disagree with you, Congressman, for this particular reason. I probably would in some instances, but not in this one, because here the matter was coming before the central body, the executive council of the American Federation of Labor, who had appointed this committee.

I would say this, if that body had ruled that it could not be brought up there for amendment or clarification, I would go along with the decision of that body.

Mr. OWENS. That body, first of all, did not say it was to be brought up, did they?

Mr. LINDELOF. Yes, but it was.

Mr. OWENS. I say they did not say it was to be brought up. They used the words "final and binding" in their statement, didn't they?

Mr. LINDELOF. Yes.

Mr. OWENS. And when they finally did bring it up, they did not appoint a new arbitration board or they did not have a new hearing before the executive council, who could not have known as much about it as even those three men, after they had some hearings, and made their change without any additional testimony from the other parties involved, isn't that true?

Mr. LINDELOF. Yes, but we must take into consideration the fact that one of the parties in there—I cannot state this as a fact—but it has been testified to here, and otherwise, that one of the parties was not given proper opportunity of presenting his case.

Mr. OWENS. That may be true, but, as I said, if that were brought up to a court to complete the case in accordance with the law, that might be fine. But do you think it presents a very good picture to the American public to show the leaders of labor making a change in their own final agreement in that way and causing the difficulty that has arisen since that time?

Mr. LINDELOF. It might cause criticism, but after all they did bring it in to the final court, the highest court that there is within the American labor movement, and that is the executive council of the American Federation of Labor.

Mr. OWENS. Well, I guess we are not going to get very far, are we?

Mr. LINDELOF. No; not on that question.

Mr. McCANN. Mr. Chairman, I want to correct the statement of facts as given by Mr. Owens on a trifling matter. I think the record should show that the American Federation of Labor's council in Chicago did not act without additional evidence because Mr. Green

appointed a teamster named Flanagan to go into the area and see how it was operating and an elaborate report was made by Mr. Flanagan to the council containing the complaints which were made by many unions against the operation of the directive, so that the council did not act without additional evidence.

Mr. OWENS. Have you a copy of the testimony that was taken in connection with that investigation, Mr. McCann?

Mr. McCANN. We have in the record Mr. Green's letter directing Mr. Flanagan to make the investigation.

Mr. OWENS. Do you have a copy of the testimony taken that was the ground for Mr. Flanagan's report?

Mr. McCANN. We have Mr. Flanagan's report.

Mr. OWENS. Do you have any testimony that was taken Mr. McCann?

Mr. McCANN. That was Mr. Flanagan's report to the American Federation of Labor.

Mr. OWENS. Do you have a copy of any of the testimony taken? You can answer that, do you have a copy of any testimony?

Mr. KEARNS. There was no testimony taken on the clarification.

Mr. OWENS. All right, there was no testimony taken, was there?

Mr. McCANN. I stated to you additional evidence was submitted to the American Federation of Labor.

Mr. KEARNS. That was not the question, Mr. McCann.

Mr. OWENS. Mr. McCann, evidence legally means testimony. Was there any testimony taken? No. Correct?

Mr. McCANN. No; I do not agree with you. I think you are making a point that is not a point, and I will tell you why——

Mr. KEARNS. Now, just a minute.

Mr. OWENS. Well, Mr. McCann, if you don't want to answer, I don't want to hear any more about it at all.

Mr. McCANN. I am being guided by the chairman of the committee.

Mr. KEARNS. After the directive was handed down Mr. Green sent Mr. Flanagan out to make a survey of the jurisdictional dispute. Mr. Flanagan testified before my committee in Hollywood and submitted his report, which is in the record. However, the three-man committee did not hold any hearings or take any testimony after the report had been submitted to Mr. Green, as to his findings.

Mr. OWENS. Mr. Flanagan did not take any testimony, either?

Mr. KEARNS. Not open hearings of the three-man committee. His were all private interviews in an evaluation of the picture.

Mr. OWENS. In other words, Mr. Flanagan's statement overrules all of the testimony of the previous hearing.

Mr. McCANN. I think that is a conclusion, Mr. Chairman, that is not justified.

Mr. KEARNS. We will drop it right there.

Mr. LANDIS. I would like to ask one question.

Mr. KEARNS. Yes, Mr. Landis.

Mr. LANDIS. Mr. Lindelof, could you tell us if all your officers connected with this dispute have signed the anti-Communist affidavit?

Mr. LINDELOF. Oh, yes.

Mr. LANDIS. That is all.

Mr. KEARNS. Do you have any further questions, Mr. Owens?

Mr. OWENS. No; I think we have covered everything.

Mr. KEARNS. Mr. Lindelof, do you consider you have local autonomy in your union?

Mr. LINDELOF. Oh, yes,

Mr. KEARNS. Would you tell us for the record in just what capacity Mr. Sorrell functions for you and how it is related to the organization known as the Conference of Studio Unions, of which he is president? By your sanction is he also president of the Conference of Studio Unions?

Mr. LINDELOF. He does not need any sanction. That is a set-up out of the international union. We have, of course, local union 644 and all the other local unions out there are affiliated with what is known as a district council. That, of course, is recognized by the international. Some of them are also affiliated with the State organization.

The Conference of Studio Unions is a set-up within the studios and no particular international union controls it in any way whatsoever.

The unions affiliated in there control it and they elect the officers.

So far as Herb Sorrell's relationship to the international is concerned, he is the recognized business representative of local union 644 in Hollywood and also functions for all of the other local unions working in the studios and they have cooperated for many years.

Mr. KEARNS. Well, just answer my question one way. Your international does not object to Mr. Sorrell's functioning in the position of president of the Conference of Studio Unions?

Mr. LINDELOF. No.

Mr. KEARNS. Although he is the business agent of your union on the coast?

Mr. LINDELOF. No; we have no objection to him acting as such.

Mr. KEARNS. Mr. Lindelof, I want to thank you for coming before the committee here and offering the testimony you have.

We would like to have Mr. Hutcheson return to the stand at this time.

TESTIMONY OF WILLIAM L. HUTCHESON—Recalled

Mr. McCANN. Mr. Chairman, we have certain questions submitted by Mr. Levy yesterday that we did not reach.

Since we have already received the minutes of the Miami and Chicago meetings of the American Federation of Labor's executive council, I think we should also have the Washington minutes of May 1946 copied in full in the record. That is a statement of fact by Mr. Levy, Mr. Chairman, for you to pass upon.

Mr. LEVY. It is a request made by me, sir.

Mr. McCANN. I do not have a copy of those minutes, Mr. Chairman, or I would be glad to look over them.

Mr. KEARNS. I would rule accordingly that I will read the minutes and then rule on it, if it is important to the testimony.

Mr. LEVY. It has been testified to, sir, in part, and whenever anyone refers to minutes the practice has been for Mr. McCann to ask for the full minutes to be produced.

My suggestion is and my request is that the same procedure be adopted here, that whenever any witness refers to minutes that Mr.

McCann, at my suggestion, ask the witness to produce the entire minutes so that the record can be complete.

Mr. McCANN. Mr. Hutcheson, have you the minutes of the Washington meeting?

Mr. HUTCHESON. I think, Mr. Chairman, the record of yesterday will show that I presented them.

Mr. McCANN. Mr. Chairman, I did not know that the Washington minutes—and I say this for the record—were material to the matter. If you will recall, you requested more than a month ago that Mr. Green should provide you with the Miami, the Cincinnati, and the Chicago minutes, which were not provided. We then subpoenaed Mr. Meany. He avoided service of that subpoena and I then followed up by calling Mr. Hutcheson's office in Indiana and asking for these things.

Mr. KEARNS. We know all about it. The Chair has submitted a ruling on these minutes.

Mr. OWENS. In other words, Mr. Chairman, inasmuch as they were read, if there should be any mistake, I suggest Mr. Hutcheson submit a copy of those minutes, and that will correct any possible error.

Mr. KEARNS. Very well.

Mr. McCANN. Since the minutes of the April 14, 1946, general convention of the carpenters have been referred to, I think all of them having any bearing on this controversy should be read into the record.

Do you make the same ruling, Mr. Chairman?

Mr. KEARNS. Same ruling.

Mr. LEVY. May I ask what that ruling is, Mr. Chairman?

Mr. KEARNS. To submit them to me and I will order them in.

Mr. LEVY. Order them in the record?

Mr. KEARNS. After I read them.

Mr. McCANN. If they are material, you say?

Mr. KEARNS. That's right; if they are material to the case.

Mr. LEVY. If it involves the Hollywood jurisdictional strife.

Mr. KEARNS. If it involves the Hollywood jurisdictional case, they will be read into the record. I have already made the ruling, Mr. Levy.

Mr. McCANN. In May 1946, when the executive council of the A. F. of L. was in session, didn't you, in the absence of Mr. Walsh and any other representative of the IATSE, seek to and did persuade the executive council to direct the three-man committee to issue the clarification you wanted?

Mr. HUTCHESON. The records of yesterday, Mr. Chairman, will show that.

Mr. McCANN. Did not you and your organization, together with the other international unions, make a no-strike pledge during wartime to the President of the United States?

Mr. HUTCHESON. I think the records will show that, Mr. Chairman.

Mr. McCANN. Didn't you know that in March 1945 the National War Labor Board stated, "This strike constitutes a flagrant disregard of labor's no-strike pledge to the President, and of the procedures established for the peaceful settlement of labor disputes in time of war"?

Mr. HUTCHESON. Mr. Chairman, I think the records of yesterday will show my answer to that question.

Mr. McCANN. You testified that you claim the 1921 agreement was binding. Didn't you write Pat Casey on February 17, 1945, that, "As

far as going back to the understanding which you quote as having been entered into in 1921 is concerned, the time for that, in my opinion, has long since passed"??

Mr. HUTCHESON. I think the record of yesterday shows the comment on that.

Mr. McCANN. Now, we have some questions by Mr. Zorn.

Mr. LEVY. When I take the stand, Mr. Chairman, I want to have a chance to respond to that.

Mr. KEARNS. If I have everybody in the room jumping up, saying that when they take the stand they will respond to that, it will be very confusing. That is your privilege when you take the stand. You do not have to inform the Chairman every time there is a statement made here by a witness. I do not want counsel to tell me every time they disagree with someone that when they take the stand they are going to do something. That will be your prerogative at that time.

Mr. McCANN. These questions are by Mr. Zorn :

You testified yesterday that the carpenters' brotherhood was not bound by the December 26, 1945, decision of the three-man committee, because the carpenters' case was not presented to the three-man committee.

Mr. HUTCHESON. Mr. Chairman, the record of yesterday will show what I had to say about that.

Mr. McCANN. Was not the so-called clarification of August 16, 1946, issued by the three-man committee on the instructions of the A. F. of L. executive council without notice to and without hearing from the IATSE or the producers, both of whom were parties to the Cincinnati agreement?

Mr. HUTCHESON. I think the record of yesterday will show my statement in reference to that, Mr. Chairman.

Mr. McCANN. Now, if the carpenters were not bound by the December 26, 1945, decision because their case was not presented to the three-man committee, why was the IATSE bound by the August 16 clarification when its case was not heard either by the three-man committee or by the A. F. of L. executive council?

Mr. HUTCHESON. I don't get that question clearly, Mr. Chairman.

Mr. McCANN. If the carpenters were not bound by the December 26, 1945, decision because their case was not presented to the three-man committee, why was the IATSE bound by the August 16 clarification when its case was not heard either by the three-man committee or by the A. F. of L. executive council?

Mr. HUTCHESON. Mr. Chairman, I would answer that in this way; that is a statement, not a question. It is a statement that the council of the American Federation of Labor merely asked the three-man committee to make a clarification of what they had said previously on December 26.

Mr. LANDIS. Just an observation there. Did that question say the other side was not heard either?

Mr. OWENS. Not before they made the clarification.

Mr. LANDIS. That is the point I wanted covered.

Mr. OWENS. Mr. Hutcheson, I just want to bring this out. There was an additional statement we were discussing a moment ago made by Mr. Flanagan to Mr. Green pertinent to the questions involved, was there not?

Mr. HUTCHESON. It is a long report and it is all right in there. I offered to put it in the record yesterday.

Mr. KEARNS. We have Mr. Flanagan's statement.

Mr. HUTCHESON. I think the chairman said you have the statement already in the record.

Mr. OWENS. I would not want Mr. Flanagan's statement personally, and I would not pay the slightest attention to it if he were not here to testify, frankly because his statement would mean nothing to me; that is, if I did not have an opportunity to cross-examine him.

I would pay attention to testimony taken that was the basis for his statement.

What I am asking is whether or not they didn't take into consideration his statement to the executive committee?

Mr. HUTCHESON. I think, Mr. Owens, if you will read the minutes I just gave to the chairman of the May meeting of the executive council of the American Federation of Labor in 1946, you will see in there that the council authorized President Green to appoint someone to make an investigation of the then existing conditions in Hollywood.

Now, I think in the record yesterday, in the August meeting in Chicago, Mr. Flanagan's report is in there. I think the record of yesterday will show that that report of Mr. Flanagan was taken up in conjunction with the communication that the executive council or President Green had received from the general secretary of the brotherhood, which was laid over from the May meeting until this investigation was made. I think that was all in the record yesterday, Mr. Owens.

Mr. OWENS. What I am trying to bring out in short is this: Mr. Flanagan made an investigation subsequent to the time the committee handed down its directive.

Mr. HUTCHESON. No; clarification.

Mr. OWENS. Mr. Flanagan made his investigation subsequent to the time that the committee handed down its directive in December 1945?

Mr. McCANN. That is right; he did.

Mr. HUTCHESON. Subsequent?

Mr. OWENS. Yes, afterward.

Mr. HUTCHESON. Yes, that is right.

Mr. OWENS. And the clarification issued by these three men at the direction of the executive council, was based upon what they had previously heard before December 26, 1945, and the report of Mr. Flanagan and these other unions did not have an opportunity to present any new evidence to the three-man committee before they made their so-called clarification, is that correct?

Mr. HUTCHESON. Congressman, would you please keep this in mind? The council only requested that three-man committee to endeavor to define, if you please—although they used the word "clarification"—the decision they made in December 1945. They merely asked them to define their language, what did they mean by this and that? That is all they asked them to do.

Now they only asked them to do that themselves. Nobody on the council tried to tell them what language to use.

Mr. OWENS. What I am trying to bring out is that they were not making a change based upon the evidence which they heard prior to December 1945 alone, they were given an additional statement by a man who had gone out on his own apart from them and had made

an investigation, and that was presented to the executive council who in turn told them to issue a clarification based upon evidence that they had not even heard.

Mr. HUTCHESON. Congressman, would you keep this thought in mind, please? There was nothing in Flanagan's report in reference to clarification. He merely made a report as to what conditions he found.

Now, naturally, had the council, having instructed President Green to appoint someone to make a report as to what he found—naturally that brought the discussion before the council. It was not any new evidence at all, but merely a request from the three-man committee to define what they meant when they put out their decision or their directive.

Mr. OWENS. Insofar as Mr. Flanagan was concerned then anyone of us here could have gone out and found that the carpenters were no longer working there; the painters were still out on strike; the machinists were not going through the picket lines; the teamsters were going through the picket lines, and the IA was contracting with the producers. Did they need Mr. Flanagan to still find that out?

Mr. McCANN. Mr. Chairman, may I explain to him there was no strike at the time?

Mr. OWENS. Just a moment, please. I ask that I be permitted an answer to the question just asked, Mr. Chairman.

Mr. McCANN. Well, Mr. Chairman, I am——

Mr. OWENS. Please, Mr. McCann, we are the investigators here.

Mr. Hutcheson, did you lose that question now after all that work?

Mr. HUTCHESON. I don't know what is in your mind, I am not a mindreader. I am not opposed to you expressing your thoughts.

Mr. OWENS. I think I made a statement about what we could all find as well as Mr. Flanagan. What I am pointing out is that he had handed his statement back to the executive council and they in turn said to the committee, "Now, here we have some additional facts which we think justify your making a clarification. You go out and make a clarification of that." Those three did not hear the evidence of any of these other unions.

Mr. HUTCHESON. My dear Congressman, if you will recall, yesterday I put in the record a communication from the United Brotherhood of Carpenters and Joiners of America by the general secretary, by order first of the convention and then the executive board of the brotherhood. The May records will show that was in the records and I read it yesterday in the report, that the May meeting was discussing that communication when it was suggested that President Green appoint someone to see what the then conditions were in Hollywood.

The communication from the Brotherhood of Carpenters and Joiners of America was laid over from the May meeting to the August meeting. By August, Mr. Green did have the report back from Mr. Flanagan. However, they also had laid over for consideration at that meeting the communication from the United Brotherhood of Carpenters and Joiners of America.

Mr. KEARNS. Mr. Hutcheson, at point did the council consider Mr. Flanagan as an authority on labor as it is handled in the studios?

Mr. HUTCHESON. Well, Mr. Chairman, as one member of the council I do not think we consider him an authority any more than someone

else who is supposed to be familiar with labor procedure and who represents labor as Mr. Flanagan does.

Mr. OWENS. What is his official position?

Mr. HUTCHESON. He is what is termed as one of the general organizers in the American Federation of Labor.

Mr. OWENS. So we have his statement coming in, but you just did not ask the men to go back to their own testimony prior to December 26, 1945, to go over the testimony they had and issue a clarification based upon what happened back at that time?

Mr. HUTCHESON. No.

Mr. OWENS. You had Mr. Flanagan bring in a report of what was happening currently?

Mr. HUTCHESON. Mr. Congressman, I tried to get it in your mind that there was no evidence or anything of that sort presented. It was on the basis of asking for a clarification of the three-man committee: What did you mean in your directive or your decision?

Mr. OWENS. In other words, they disregarded Mr. Flanagan's completely?

Mr. HUTCHESON. Well, I wouldn't say they disregarded them. They listened to it being read, **certainly**.

Mr. OWENS. All right, that is all.

Mr. McCANN. Mr. Chairman, at this time may I clarify the record and show what actually took place?

Mr. KEARNS. Pertaining to Mr. Flanagan? It is in the record, is it not?

Mr. McCANN. No, sir; it has been misrepresented repeatedly in the questioning here. I have been trying to correct it so that Mr. Owens would know what took place.

Mr. Chairman, when Mr. Green sent Mr. Flanagan out there, he sent him out there as the result of complaints which had come to him with respect to the operation of the decision of December 26, 1945.

The record in our hearing in Hollywood shows Mr. Flanagan went to all of the unions affected by the decision; he discussed with each of those unions the effect of the decision on them, and how well satisfied they were with the decision, and whether or not the decision had taken from them any of the work which they had done.

Mr. OWENS. Just a moment, please, Mr. Counsel, that is being taken down. What do you know about what Mr. Flanagan did other than what you were told by someone?

Mr. McCANN. Mr. Flanagan testified before us.

Mr. OWENS. I say, what do you know otherwise than what Mr. Flanagan told you? Was there any testimony taken before Mr. Flanagan?

Mr. McCANN. Mr. Chairman, I am trying to clear something up when Mr. Owens was not there and I was. I am trying to make the record clear.

Mr. KEARNS. Mr. Counsel, the testimony of Mr. Flanagan is in the record. I suggest instead of you getting high-blood pressure let Mr. Owens read the testimony.

Mr. McCANN. That is fine.

Mr. OWENS. I said it would not mean a thing to me.

Mr. KEARNS. All right, then, let us cancel it. The testimony is there, you read it if you want to. If you are not concerned you do not have to read it.

Mr. OWENS. I am asking counsel if any testimony was submitted to Mr. Flanagan to base his statements upon. I have not yet received an answer to it.

Mr. KEARNS. No testimony out there by the three-man committee or Mr. Flannagan was taken under oath by anyone. It was just merely testimony, period. Remember that. That settles that once and for all. The only testimony taken under oath in Hollywood was what we took under oath.

Mr. McCANN. No further questions.

Mr. KEARNS. Any further questions?

Mr. OWENS. I hope that Mr. McCann, in getting answers to his questions expects the witness to give him better answers than were given to me, Mr. Chairman.

Go ahead, Mr. Hutcheson, with your testimony.

Mr. LANDIS. Well, Mr. Owens, the point I thought he made was he said there was no evidence that would affect the decision. That was the main point I got out of his answer, that there was no evidence presented to the three-man committee.

Mr. HUTCHESON. Mr. Chairman, I might clarify that to say there was no evidence other than to show that there was a sort of guess as to what was meant by the directive. I would not say with everyone, but with many people or many of those who were connected with this matter.

Mr. OWENS. Mr. Hutcheson, I think it is within your power to do a great deal in this case. Will you try to do your best to end this situation that exists out there?

Mr. HUTCHESON. Well, in just what way; what is your idea?

Mr. OWENS. Use your power as a leader of labor.

Mr. HUTCHESON. I haven't any power. I am just an ordinary human being. I am not a dictator.

Mr. OWENS. Suppose I assume that you have it, will you do your best?

Mr. HUTCHESON. I have always been ready to do anything I possibly could, that would be in the interest of the members that I represent.

Mr. OWENS. You say what you have always been, but are you ready to do it now?

Mr. HUTCHESON. I have lived so long, Congressman, I do not have time left in life to change.

Mr. OWENS. Neither one of us have a great deal of time left in life, but I was wondering whether in that time you do have left, you will make some effort to get the situation alleviated out there?

Mr. HUTCHESON. Well, if you have some idea I could accept that would be helpful to our members—

Mr. OWENS. Mr. Lindelof just suggested a very good plan.

Mr. HUTCHESON. I suggested something yesterday.

Mr. OWENS. Did you?

Mr. HUTCHESON. The basic agreement.

Mr. OWENS. It seems to me that the basic agreement and Mr. Lindelof's idea could be functioned together.

Mr. HUTCHESON. The two could be correlated together, perhaps.

Mr. OWENS. Will you try to do that?

Mr. HUTCHESON. I will try to do anything within my power that will be helpful to the members I represent.

Mr. OWENS. And the American people as a whole.

Mr. HUTCHESON. The people I represent are all Americans.

Mr. OWENS. The American people as a whole. I represent a district, but I do try to help the American people as a whole.

Mr. HUTCHESON. Well, of course, there is a vast difference between you and I. You represent them as an elected officer. I am elected by a group of citizens and not in a public office.

Mr. LANDIS. Mr. Hutcheson, you would not want to leave the impression that you are not for the public at all?

Mr. HUTCHESON. I am for the public because I am part of the public, one of the insignificant citizens along with all the rest of them in the United States.

Mr. OWENS. I would not ask you that question if I thought you were insignificant, Mr. Hutcheson. I do not think you are. I think you are a powerful factor in labor throughout the United States. That is why I asked you that question, in all seriousness.

Mr. HUTCHESON. Congressman, that is quite a compliment. I have never taken myself as seriously.

Mr. OWENS. Your name is in the annals and in the court reports of the Nation showing the powers that you exercise. That was why I asked you the question.

Mr. HUTCHESON. Congressman, please do not apply the word "power" to me. If I in my humble way can exercise some influence—

Mr. OWENS. Well, that is a good word. I will change the word "power" to "influence."

Mr. HUTCHESON. Thank you.

Mr. KEARNS. Mr. Hutcheson, I am going to excuse you at the moment, although I would rather have you stay for some of the remaining testimony, in case we want to ask you some questions in reference to it.

Mr. HUTCHESON. All right, Mr. Chairman, while I am here I am at your service.

Don't forget, Mr. Chairman, I have to leave tomorrow.

Mr. KEARNS. Mrs. Locher, Mr. Doherty just came in. Mr. Landis wants to question him at this time.

TESTIMONY OF WILLIAM C. DOHERTY—Recalled

Mr. KEARNS. Mr. Doherty, you have already been sworn. The reason I have asked you to return is that Mr. Landis, the ranking member of the whole committee, has a few questions he would like to ask you, after hearing Mr. Hutcheson's testimony.

Mr. LANDIS. Mr. Doherty—

Mr. DOHERTY. Mr. Chairman, I did not hear Mr. Hutcheson's testimony. I did not know you were holding a holiday meeting yesterday, but I will be happy to answer any questions that Congressman Landis might ask me.

Mr. LANDIS. Well, if I can make myself clear with this brief observation:

Mr. Hutcheson had a representative in Hollywood at the hearing of the three-man committee. Mr. Cambiano testified and gave a partial report on the carpenters before your committee.

Mr. DOHERTY. That is correct.

Mr. LANDIS. He claims that before the decision was to be made, the international president was to give full information, that his full case of the carpenters was not presented to the committee.

Mr. DOHERTY. Your committee, Mr. Chairman, has all of the testimony that was submitted by the carpenters' union through Messrs. Cambiano and Skelton at Hollywood during December of 1945.

In the record it states very definitely in the carpenters' presentation that the international president of the carpenters reserved the right to submit either additional testimony or to review the work that our committee was doing.

Chairman Knight of our committee did send the identical notification to all seven international presidents involved in this Hollywood jurisdictional dispute. I think they were all afforded equal opportunity to come there. We had a definite job to do, Mr. Chairman, and members of the committee. We had 30 days within which to hand down our decision. Mr. Hutcheson could not be there for reasons known to himself. I think he notified Chairman Knight he could not be there, and he sent someone in to represent him, Cambiano and Skelton.

If all the organizations involved had put that same stipulation on their presentation, we never would have handed down the decision in 30 days.

Mr. LANDIS. Was he notified after the two carpenter witnesses had testified, that he was to have a certain length of time to furnish additional evidence?

Mr. DOHERTY. Let me put it this way, Mr. Chairman:

All the unions involved were notified of the original directive handed down by the A. F. of L. Mr. Hutcheson, like myself, was a party to the original directive, in that we were to go there as a committee of three vice presidents and hand down a decision within 30 days.

In other words, the unions themselves had 30 days to settle their own dispute. At the expiration of that 30 days, if there was any part of a dispute left unsolved, we were to move in and try to settle the jurisdictional dispute. All of them had that same notification.

As a matter of fact, Mr. Hutcheson and myself were a party to that executive council directive.

Mr. LANDIS. You were to move in after 30 days, notice of which had been given; that their witnesses should be there and they could furnish additional evidence in those 30 days?

Mr. DOHERTY. That was a part of the directive handed down at Cincinnati in October 1945, yes, sir. I think I have it here. It has been put in the record many times, however.

Here it is. This is the directive handed down during October 1945 at Cincinnati, Ohio, by the executive council. All members of the executive council were in complete agreement on it. It was the unanimous decision of the executive council.

The fifth point in the directive reads thusly:

That all parties concerned—
and it names the seven unions—

That all parties concerned accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

We did not have to report back to anyone, Mr. Chairman and members of this committee.

Mr. LANDIS. Is the length of the time set forth in that directive?

Mr. DOHERTY. Yes; it states it very definitely. Here it is in point No. 4.

Maybe it would be best if I read the whole directive.

Mr. KEARNS. It is already in.

Mr. DOHERTY. Well, for Congressman Landis' information it is in point No. 4:

That after the expiration of 30 days, a committee of three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional questions still involved.

I think it is very clear and concise.

Mr. KEARNS. The point I would like to clear up, Mr. Doherty, in Mr. Hutcheson's testimony is that after writing President Knight of the three-man committee that he could not be present, he claims, according to the testimony, that he wired Mr. Cambiano to extend any courtesy to the committee as to the carpenter situation on the coast, but with the understanding that they were not representing the international and that the committee would hear the president of the international pertaining to this situation before making their final report.

In the testimony we had at Los Angeles under oath, Mr. Cambiano testified that he in no way represented the international president. In your statement that you took out there, or in the testimony, you do not show any place whereby Mr. Cambiano is there merely assisting the committee, and not representing the United Brotherhood of Carpenters and Joiners.

Mr. DOHERTY. Mr. Cambiano, along with Mr. Skelton, submitted voluminous testimony and exhibits. That file, I believe, is still with your committee. Is it not?

Mr. KEARNS. That is right, sir.

Mr. DOHERTY. May I have the carpenters' file right now?

Mr. KEARNS. Do you have it here?

Mr. DOHERTY. I have not seen it since last August, and I do not like to quote from memory in a case like this.

Mr. MCCANN. I will have to get it from the office.

Mr. OWENS. While he is looking for that, I think the point the chairman is bringing out is whether Mr. Cambiano ever told you that he was not there representing the carpenters in an official capacity.

Mr. DOHERTY. Well, it is in his statement, Congressman Owens, that nothing final or conclusive was to be done until such time as our committee went back to the international president of the carpenters.

I would like to have the actual verbiage out of the report.

Mr. OWENS. There is nothing in that 75 pages that will show you that, Mr. Doherty.

Mr. DOHERTY. I think there is.

Mr. OWENS. It might be in some parts of the early testimony that I did not look at.

Mr. DOHERTY. I think you will find it right on the front page.

Mr. KEARNS. The point Mr. Hutcheson raised, Mr. Doherty, was that he had written Mr. Knight that he wanted to be heard either in Washington, Chicago, or some other place. It seems to me the technical point here is whether or not Mr. Cambiano was the official repre-

sentative of the Brotherhood of Carpenters and Joiners at your hearing.

Mr. LANDIS. The way I get it is that the committee was to go back to the president of the carpenters before the final decision was made. Do you see what I mean, Mr. Doherty?

Before the final directive was made, they were to go back to the president of the carpenters' union?

Mr. DOHERTY. Yes; there is language to that effect in Cambiano's presentation. I would prefer to have the actual testimony submitted. I know this is the transcript, but I cannot point to it as quickly as I can in the other.

Mr. KEARNS. Mrs. Locher, he has testimony in a volume such as this that was presented to you. Will you find that, please?

Mr. DOHERTY. If you will get that language in there, you will see our committee could not hand down any decision until we reported back to International President Hutcheson of the carpenters. It was the only testimony submitted to our committee that had that sort of a proviso in it. The rest all came there at our invitation, in keeping with the directive of the executive council, which was handed down in October at Cincinnati, 1945.

Mr. OWENS. Then did you hand down your directive without taking it up with Mr. Hutcheson?

Mr. DOHERTY. We had no directive from the executive council of the American Federation of Labor to take it up with Mr. Hutcheson, or anyone else.

Mr. OWENS. You felt you were able to make a final and binding decision without doing that?

Mr. DOHERTY. That is a correct statement, sir.

Mr. OWENS. Did you feel that since Mr. Hutcheson had made an application to you showing good cause for a continuance of his matter that you had refused to pay any attention to his request?

Mr. DOHERTY. No, sir; I do not feel that we did that at all. I feel that the executive council of the American Federation of Labor gave us to what amounted to an ultimatum to do a job in 30 days. Had we been privileged to go beyond that 30-day period, then we could go back to these various international presidents, seek their counsel and advice on various parcels of jurisdictional lines of demarcation, and perhaps we would be in the same tangle that this committee is in now. We would be carrying it on ad infinitum.

Mr. LANDIS. One final point. Your committee did not promise to go back to the president of the carpenters before you made the final directive?

Mr. DOHERTY. That is correct. We felt we were not obligated to do so, if you please, sir.

Mr. OWENS. That is what I was going to ask. There is no question about that. You did not give your word in any way that you would go back to him?

Mr. DOHERTY. I did not give my word. But in fairness to Executive Council Member Hutcheson, I recall in later meetings of the executive council he did make an issue on that point. It seems to me he made some reference to Chairman Knight having given him some sort of a promise to that effect. I do not have that correspondence, nor do I know what Chairman Knight did tell him.

Mr. OWENS. You see, that might be very material. Perhaps not in this proceeding, but in some other proceeding.

Mr. DOHERTY. Here it is. This is the introduction of testimony by Mr. Cambiano of the United Brotherhood of Carpenters and Joiners of America. It was presented to us at the Hollywood hearings which our committee of three then vice presidents conducted.

I quote this particular statement, and this is Cambiano talking:

This submission is being made with the understanding that no conclusions will be made by this arbitration board in Los Angeles, and that further evidence and data may be submitted and discussions will be held with the international president of the United Brotherhood of Carpenters and Joiners prior to any final determination of this matter.

This was submitted early in December. We had 30 days within which to work. I am positive that all the international presidents involved were invited to come to Hollywood in this terrible, chaotic jurisdictional battle or fight. I am positive of that.

We invited them in good faith, sir.

Mr. KEARNS. How many were there, Mr. Doherty?

Mr. DOHERTY. All of the unions were represented. None of them had any proviso such as this, except the carpenters'. All the other representatives were authorized to speak for their unions. There were seven involved.

I might say for the edification of the committee and only in an attempt to be helpful, that there were several other unions who were not parties to the Cincinnati agreement which caused the directive to be handed down, who were claiming jurisdiction in the Hollywood motion picture studios and we did not hear them at all. Our specific charge covered only seven international unions. I think you will admit that was quite a job.

Mr. KEARNS. Was there any other international president of a union present, except Mr. Walsh?

Mr. DOHERTY. I do not recall any, but all of the other unions had absolute representation for their union.

Mr. LANDIS. Mr. Chairman, do we have anything in the record where Mr. Knight, or anyone else on the committee, promised Mr. Hutcheson; do we have any written matter on that?

Mr. OWENS. Now, right there that suggestion was made to you. What was the answer of the committee to that, Mr. Doherty?

Mr. DOHERTY. Well, Congressman Owens, it says here:

This submission is being made with the understanding that no conclusions will be made by this arbitration board in Los Angeles and that further evidence and data may be submitted.

Mr. OWENS. What was your interpretation of that?

Mr. DOHERTY. Our interpretation of that was that it was an abridgment of the directive handed down by the executive council of the A. F. of L. in Cincinnati in October of 1945.

Mr. OWENS. Did you say anything to Mr. Cambiano about it?

Mr. KEARNS. He means, did Chairman Knight in any way reply to the authority of Mr. Cambiano's testimony?

Mr. DOHERTY. No; it was the opinion of the committee we should hear Mr. Cambiano, Mr. Skelton, and all other interested parties that were there on the scene and interested in this dispute.

Mr. KEARNS. There was no comment by committee members?

Mr. DOHERTY. None that I recall. My memory is not too clear on that. There may have been some reference to granting them permission to submit further evidence, but I know of no further evidence having been submitted up until the time we handed down our directive.

Mr. OWENS. Well, do you feel in view of the correspondence between Mr. Hutcheson and Mr. Knight, with reference to his having an opportunity to appear, and then this remark of Mr. Cambiano, that he might feel justified in being slighted at not having had an opportunity to personally present evidence?

Mr. DOHERTY. I would answer that in this way, Congressman Owens: If the union that I represent was involved in a jurisdictional dispute anywhere in the United States and the executive council of the American Federation of Labor handed down a directive which gave me an opportunity to appear at a certain place in defense of the jurisdiction of the union that I represent, I would be there.

Mr. OWENS. Well, that is a good answer.

Mr. LANDIS. Let me cover this one point: This is the letter written to Mr. Hutcheson on November 20, 1945, by Felix Knight. I just want to know if you knew anything about this at the time before the decision was made. I will read one paragraph:

Notwithstanding all this, Brother Hutcheson, the committee will not pass upon the particular items of work in which you are interested, at least until such time as you have had an opportunity to defend the position of your organization.

Mr. DOHERTY. I think that letter was sent to Mr. Hutcheson by Mr. Knight.

Mr. LANDIS. But I mean, did you know of it?

Mr. DOHERTY. No, I did not know of it at the time, that is, at the time Mr. Knight sent it.

Mr. LANDIS. But I mean before the directive was handed down.

Mr. DOHERTY. I do not recall having any knowledge of it prior to the time the directive was handed down, but I do know positively this proviso was in Cambiano's presentation because I put my finger right on it.

Mr. OWENS. It is Mr. Hutcheson's point that when he said, "have an opportunity" he meant himself and not just a representative of his organization. Then Mr. Cambiano's statement before Mr. Knight seemed to lend some credence to that thought. Of course, you gave a good answer before about the 30 days, and I cannot argue with that at all.

Mr. DOHERTY. Congressman, we worked on the thing for 26 days before we handed down a decision. I think the decision was fair, just and equitable.

Unfortunately, the leaders of the unions out in Hollywood disagree with me.

Mr. OWENS. You mean certain leaders.

Mr. DOHERTY. Certain leaders. I might say for the record we had some letters of high praise and commendation from other leaders out there, such as Mr. Lindelof of the painters. I might read that letter, if you would care to hear it.

Mr. KEARNS. He had no jurisdictional disputes?

Mr. DOHERTY. Oh, yes, he had jurisdictional disputes. He is the fellow that had the Office Employees Union.

Mr. KEARNS. He just testified he took over the Office Employees, then he turned them back to their appropriate A. F. of L. affiliation after you organized them.

Mr. DOHERTY. That is absolutely true, but that was done on the basis of the decision handed down by our committee. They turned the office workers from the Painters and Decorators Union over to the Office Employees Union.

Mr. KEARNS. He lost jurisdiction, then?

Mr. DOHERTY. In a way, yes. It was part of the butchering job we had to do that we did not ask for, and somebody got hurt.

Mr. LANDIS. We certainly appreciate your position there, having to be on that committee to make those decisions.

Mr. DOHERTY. I hope your committee will not have to take up the jurisdiction of the Butcher Workers Union and do the same job that we did. I don't think you will, but I wish you luck.

Let me read this into the record, please, Mr. Chairman.

Mr. KEARNS. Yes, Mr. Doherty.

Mr. DOHERTY. This is dated January 7, 1946. It is addressed to Chairman Knight, Brother Birthright and myself, the then three vice presidents, now members of the executive council:

DEAR SIRS AND BROTHERS: I have received the decision as rendered by your committee on the Hollywood jurisdiction and controversy and most highly commend you and your committee on a job well done. The Brotherhood of Painters, Decorators and Paperhangers of America is indeed well satisfied with the decision insofar as it affects us, and you may be sure we will live up to it and abide by the terms thereof.

It pleases me to inform you that I have instructed our Hollywood representative to transfer the entire membership of 1391, Screen and Office Employees Guild, Hollywood, Calif., to the Office Workers International Union. I understand that President Paul R. Hutchings of the Office Employees International Union is now in Hollywood assisting in the transfer of these members.

Sincerest best wishes,

Faternally yours,

L. P. LINDELOF,
General President, B. P. D. P. of A.

Mr. OWENS. That is a powerful letter.

Mr. DOHERTY. We felt elated about that, Congressman Owens. Of course, we had one from the Motion Picture Daily which said:

Mr. Walsh, of the IATSE, while he was not entirely satisfied, nevertheless would abide by the decision.

We had verbal words of commendation from practically all others who thought we did a job that had to be done, and was necessary to end the strike and turmoil that existed out there at that time.

Mr. LANDIS. I think that clears it up as far as I am concerned.

Mr. KEARNS. Do you have any questions?

Mr. OWENS. No; I think it has been cleared up more this morning than at any other time since we started.

Mr. KEARNS. I have a question here from Mr. Zorn, attorney for the producers:

In the hearings before your three-man committee in Hollywood in December 1945, is it not the fact that no producer or producers' representative participated in testimony or otherwise appeared before your committee?

Mr. DOHERTY. The directive given us by the executive council of the American Federation of Labor made no mention whatsoever of the producers, and therefore the producers were not heard.

However, the directive did make mention of the machinists, and since the machinists were then disassociated from the American Federation of Labor, we did hear testimony from the machinists. Had the directive included the producers, we would have heard them, too.

Mr. KEARNS. The second question from Mr. Zorn:

In the executive council meetings in August 1946, when your committee was instructed to prepare a clarification of the December 26, 1945, decision, was any representative of the IATSE or the producers consulted or heard prior to the issuance of the clarification?

Mr. DOHERTY. Does he mean consulted by our committee?

Mr. KEARNS. I could not speak for him.

Mr. ZORN. The executive council meeting.

Mr. KEARNS. Was any representative of the IATSE or the producers heard prior to your three-man committee issuing the clarification?

Mr. DOHERTY. None were contacted by me. I doubt if any were contacted by any others.

Mr. KEARNS. These are questions from Mr. Bodle for the painters:

In your testimony at Los Angeles, you stated under no circumstances did this committee intend that work then being done by the IATSE should be turned over to the carpenters, or that such work then being done by the carpenters should be turned over to the IATSE?

Mr. DOHERTY. That is a true statement. Our position today is just what it was then. It has been repeated over and over in the record, Mr. Chairman.

Mr. KEARNS. No. 2:

You also stated that you did not intend by your decision to disturb historical craft jurisdiction.

Mr. DOHERTY. That is a true statement.

Mr. KEARNS. No. 3:

In the Los Angeles testimony you stated that the clarification set forth our own opinions—

if I was ever a school teacher again I would give a special course in penmanship to attorneys—

and that no one interfered therewith.

I will read that all again:

In Los Angeles you stated that the clarification set forth our own opinions—
you are speaking of the three-man committee—
and that no one interfered therewith.

Do you still stand by that statement?

Mr. DOHERTY. That question is a little vague. I wish you would be specific.

Mr. OWENS. I don't think there is any need to answer that, Mr. Chairman, because the other day when Mr. Doherty testified he stated quite clearly that if he had to do it over again he would render the very same decision.

Mr. DOHERTY. Absolutely.

Mr. KEARNS. The fourth question:

In Los Angeles you testified neither Hutcheson nor anyone else—

Mr. DOHERTY. May I interrupt you, Mr. Chairman, to say to Congressman Owens, if I had it to do over again they would never put me on this committee.

Mr. KEARNS. The fourth question:

In Los Angeles you testified that neither Mr. Hutcheson nor anyone else exerted pressure on the committee with regard to the clarification.

Mr. DOHERTY. On the committee; that is right.

Mr. KEARNS. Those are all the questions.

Mr. LANDIS. Mr. Flanagan's testimony did not have any bearing on the clarification; is that right?

Mr. DOHERTY. Oh, very definitely, Congressman Landis. President Green sent an organizer by the name of Flanagan into the motion-picture studios. He conversed with practically everyone out there, if I remember his report correctly. He conversed with the leaders of the various unions, and I suppose he also contacted the industrial relations experts or efficiency experts. That was early in August when his report came in.

I would say that that report back to President Green by organizer Flanagan had a definite bearing on the executive council's later action in instructing us to clarify. The clarification was the handiwork then of the executive council, because it was done in conformity with the directive handed down by the executive council in August of 1946 at Chicago, Ill.

Mr. OWENS. I am sorry I had to stand back and permit Mr. Landis to bring that out after I developed it a few moments ago, because I realize that what you are saying now is that the clarification is the result of a supplemental report after December 1945, and therefore could not be a clarification of evidence that you took before December 26, 1945.

Mr. DOHERTY. It was supposed to be a clarification of the language that we had in the directive.

Mr. OWENS. Then you put a sentence in your last paragraph of the clarification that you still stood by it and wanted them to obey the directive of December 26, 1945?

Mr. DOHERTY. Yes, sir; positively; that is what we did.

Mr. OWENS. As it was rendered on December 26, 1945?

Mr. DOHERTY. Yes, sir; that is what we did exactly. We also said in the opening paragraph of the clarification that the clarification was being handed down in conformity with the instructions given us by the executive council of the American Federation of Labor.

Mr. OWENS. You really handed the executive committee the lemon that they asked for then, didn't you?

Mr. DOHERTY. It is a 50-year-old lemon that we are all sucking on. As I said to your committee out there in Hollywood, Mr. Owens, so I guess that is a good way to put it, we handed the lemon back to them. Now you have the lemon.

Mr. KEARNS. Mr. Bodle asks this question:

Do you still stand behind your clarification of August 1946?

Mr. DOHERTY. We stand behind everything we said, the directive and the clarification.

Mr. KEARNS. Are these your questions, Mr. Cobb? Is this your writing?

Mr. COBB. May I stand behind you to interpret them?

Mr. KEARNS. No. 1 is:

Did you hold a committee meeting at Chicago after leaving Hollywood and before your 12-26-45 decision?

Mr. DOHERTY. He means did the committee of the then three vice presidents hold a meeting in Chicago following our Hollywood investigation? The answer is "No."

Mr. KEARNS. Second:

Did you notify Mr. Hutcheson of this meeting or that he might be heard then?

Mr. DOHERTY. In Chicago?

Mr. KEARNS. Yes.

Mr. DOHERTY. There was no meeting in Chicago other than the one in August 1946.

Mr. KEARNS. What percentage of your decision was written before you left Hollywood? I think you testified to that already.

Mr. DOHERTY. That is a most difficult question to answer. I am not very good at percentages.

Put it this way, Mr. Chairman and members of the committee, a goodly portion of it was written before we left Hollywood. We had an absolute agreement on the thing. The bulk of the work was actually done by me because I happen to be a telegraph operator by trade and I have knowledge of the use of a typewriter.

Most of it was done in the Roosevelt Hotel at Hollywood.

Mr. KEARNS. Referring to the testimony shown in volume 9 record, and to page 7, et cetera, thereof——

Mr. DOHERTY. This is starting to sound like Washington.

Mr. KEARNS. We will let you refer to that.

Mr. DOHERTY. You want me to verify Mr. Birthright's statement, is that it?

Mr. KEARNS. He wants the testimony of Mr. Walsh before the committee read to verify that.

Mr. OWENS. Oh, Mr. Chairman, this is not Mr. Birthright testifying; this is Mr. Doherty.

Mr. DOHERTY. Mr. Birthright asked the question, he says:

They entered into this thing in 1925?

Then Brother Walsh goes into a long narration. Do you want me to read that?

Mr. KEARNS. No. I do not think you should read Mr. Walsh's testimony.

The next question:

Did Mr. Walsh represent to you and the committee that the so-called 1925 agreement had been executed and had been in use from 1925 to 1933?

Mr. DOHERTY. I have heard that alleged here in Washington. I do not recall Mr. Walsh making any presentation. He may have, but I am quoting from memory; I do not recall.

Mr. KEARNS. Did you inform Mr. Hutcheson, or any representative of the carpenters? Well, you have answered that.

The next question:

Was Mr. Hutcheson or any representative of the carpenters ever given an opportunity to refute said representation by Mr. Walsh?

That has been answered also.

Where were you when the December 26, 1945, directive was released?

Mr. DOHERTY. Washington, D. C., as I recall, in the A. F. of L. headquarters. Our headquarters are also in the A. F. of L. building here in Washington.

I just want to say this, Mr. Chairman, if you will permit: At no time did Mr. Hutcheson talk to me as a member of this committee, either officially or unofficially, except the debate which took place in the executive council meetings.

I do not know what those questions were leading to, but they seemed to be inferring that maybe Mr. Hutcheson, because he is a member of the executive council of the A. F. of L., had talked to me privately and on the side. That did not take place and I want to make the record crystal clear on that point that he did not.

I am also confident that he did not speak to either Brother Birth-right or Chairman Knight of our committee, other than the debates which took place in the executive council meetings themselves.

Mr. KEARNS. Mr. Hutcheson's testimony showed that all communications were directed to the president of the committee, Mr. Knight.

Thank you again, Mr. Doherty.

We will adjourn now until 1:30.

(Whereupon, at 11:50 a. m., a recess was taken until 1:30 p. m. of the same day.)

AFTERNOON SESSION

(The subcommittee reconvened at 2 p. m.)

Mr. KEARNS. The hearing will come to order. The delay from 1:30, as the Chair announced, was due to a roll call in the House which precedes the hearing of the committee.

At this time I would like to have Mr. Richard Walsh return to the witness stand.

TESTIMONY OF RICHARD F. WALSH—Recalled

Mr. WALSH. Before I make a statement, Mr. Congressman, I would like to say I have no objections to being asked any questions about scabs, strike-breakers, Communists, Browne, Bioff, or racketeering within the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada since I became its international president in November of 1941.

Mr. KEARNS. You understand the Chair has only ruled we did not use certain terminology here. I still have the right to ask that you, like other witnesses, not refer to certain words.

Mr. WALSH. I just wanted it noted that in case any of the Congressmen want to ask about it I am not afraid to answer it.

Mr. KEARNS. I am sure they will follow my request and use the term "undesirable" or something like that, rather than the other term.

Mr. OWENS. I just wondered, Mr. Chairman, if you didn't want to put the word "purported" before anything about racketeering in the IA.

Mr. WALSH. Anything about racketeering in the IA. We have none.

Mr. KEARNS. I think that is understood. You may proceed.

Mr. WALSH. I have sat here for several days. I have been here at your request.

Mr. KEARNS. Yes. Pardon me, Mr. Walsh. I would like to say that every time since I have been chairman of this subcommittee and have requested your presence, you have always made yourself available. I congratulate you and appreciate your assistance that way.

Mr. WALSH. There has been quite a picture presented about set erection and how the committee came about giving the clarification of set erection. There has been very little said about the clarification of the decision. First we had a decision, then we had a clarification and then we had an interpretation of the clarification. There hasn't been anything said about that and I think I will keep quiet about it, too.

I would like to draw to the attention of the committee some of the facts before this three-man committee was appointed. I am not going back and review the case like I did before you in Hollywood, because that would take entirely too long.

When we went to Cincinnati, the carpenters, the painters, the machinists, the electricians, the publicists, the office workers, and all these people affiliated with the Conference of Studio Unions or sympathizing with the Conference of Studio Unions, were out on the street. They were not in the studios. They had not been in the studios for several months.

The IATSE was in the studios and running the studios and the studios were operating and producing pictures.

Mr. KEARNS. Before the Cincinnati meeting?

Mr. WALSH. This was prior to the Cincinnati meeting.

These people were far from getting into the studios. There wasn't any chance of them getting back. They had tried through violence and every other means at their command to get back into the studios, but they had lost, they were out.

There has been much said here about the committee having 30 days in which to make a decision. I want you to know that just prior to the Cincinnati agreement all the organizations concerned in the Hollywood controversy had met in Washington, D. C., under the chairmanship of President Green of the American Federation of Labor. We had arrived at an agreement there whereby the international presidents were going to appoint committees in Hollywood, committees of the local unions and the people who were supposed to know the work in the Hollywood studios.

Mr. KEARNS. Supposed to?

Mr. WALSH. Supposed to is right.

At this meeting, everybody concerned with the strike who was out in the street was insisting that the committees we were going to appoint in Hollywood would have only 5 days to make their decision. The international presidents were at this meeting. Brother Hutcheson was not there; he sent his son.

But all these other people who were out in the street insisted that we say "5 days" to this committee. I told them I thought that was a farce; that it was not possible to decide jurisdiction in Hollywood in 5 days.

I was overruled and the finding of the committee was that the local committees that were going to go into this subject matter would have 5 days to make a report to the international presidents and if they could not agree the international presidents were to sit down and try to straighten it out.

So I wanted you to know when they gave the committee 30 days they were giving them a long time. That never came about, the appointment of the committees in Hollywood, because violence broke out, and there was quite a lot done out there. Then Eric Johnston entered the picture, and we wound up in Cincinnati.

In Cincinnati this case was reviewed before the executive board. This was the fourth or fifth time that we were before the executive council, rather, of the American Federation of Labor.

Mr. KEARNS. You are not a member of that council, are you, Mr. Walsh?

Mr. WALSH. I am not. I am outside of that one.

It was well reviewed this day. The employer was present.

Mr. LANDIS. May we ask questions as he goes along?

Mr. KEARNS. You don't mind, do you?

Mr. WALSH. No, I don't mind. I am here to answer any questions.

Mr. LANDIS. I would like to know the length of your contract and if it is a closed-shop contract?

Mr. WALSH. With the employers at the studios?

Mr. LANDIS. Right.

Mr. WALSH. We have 5-year contract entered into some 3 years ago. It has some time to run and it is a closed-shop contract, with the exception of one organization out there which is known as the set erectors. That is a 1-year closed-shop contract which terminates next August.

Mr. LANDIS. When does the 5-year contract terminate, do you know?

Mr. WALSH. I think it is in August 1949, if I am not mistaken.

Mr. LANDIS. Have all the officers of your organization signed the anti-Communist affidavit?

Mr. WALSH. Yes, sir. We were one of the first organizations to do it.

Mr. LANDIS. Go ahead.

Mr. WALSH. This case was reviewed by the council in Cincinnati at the request of the employer, not at the IATSE's request, because we had thought we won the strike and as far as we were concerned we were not worried about anybody coming in to take the jobs, we had stayed on the job; we had lived up to our no-strike pledge, we had lived up to our contracts with the employers, and had kept production going.

Some people have asked the question about motion pictures and whether it was important to the war effort or not. I think the motion picture was very important to the war effort and I think the bond drives will so show. I think the soldiers who were over on the islands and the sailors on the boats, the war effort as far as they were concerned was very important and the motion picture was a very important part of the war effort.

I had sat, by the way, right behind President Hutcheson, of the American Federation of Labor, when this pledge was made by all of us international presidents, and the vice presidents of the American Federation of Labor, and we were very anxious to make this no-strike pledge at that time because we were all very anxious to win the war. I think he was too.

After this case had been submitted to the council in Cincinnati one of the members of the council said, "We have heard enough of this case. We will ask the employer and all the interested unions to get out of the room and we will make a decision." So we all got out. Of course Vice President Hutcheson stayed there because he was a member of the council and he had a right to stay in there.

While this argument was going on in the council meeting either Meany or one of the other members of the council would come out and talk to myself about some point they wanted to understand or talk to the employer about some point they wanted to understand.

They then called us back into the room. They had the directive drawn up and they read it off to us. They said that they terminated the strike. Of course, all these other unions were only interested to the extent that they were going back to work.

We were interested to the extent that we had close to 2,000 people on the job and it meant we were going to have to take these people off their jobs, either transfer them back to other jobs that they had or ask them to leave their employment and be out of work.

So I was very much interested in the termination of this strike. I was not on strike and our organization was not on strike, but for the executive council to say, "We terminate this strike," and that everybody employed as of March 12 should go back onto their jobs, that interested me very much.

I either had to make a decision to agree to abide by what this council was doing or tell the council that the IASTE was withdrawing from the American Federation of Labor and we would not be bound by their decision, and I had very little time to make a decision because they wanted an answer then. And I say to you they were very much peeved about what was going on.

So within the few minutes I had to make the decision I said, "All right, I'll agree to that. I'll agree to take the men off the jobs and let these people go back on the jobs because this is the first time I have ever known of the American Federation of Labor terminating a strike."

Mr. KEARNS. What did you plan to do with the replacements?

Mr. WALSH. I had not thought up to that moment what we were going to do with the replacements.

So we said, "All right, we will do it; terminate the strike and let the people go back to work."

Then they said we would have 30 days to try and solve our own problems, and if we could not solve them within 30 days this committee which was being appointed would come out and solve the problems for us and whatever decision they made would be final and binding on all parties concerned.

Now, that was read to everybody in the council, the employer, myself, and everybody interested; and reread and changed. There were some slight changes in the wording.

We all agreed to it.

One of the members of the council wanted to know if the council had a right to do such a thing. Another member of the council said, "Well, whether we have the right or not, we want to get this trouble over and we are going to take this action." So it was taken.

Then came the appointment of the committee. Again I was out of the room. I had nothing to do with the appointment of the committee but Vice President Hutcheson was in there and he helped in the appointment of the committee because I understand there was a little controversy about whether Harry Bates was going on there or not. Harry Bates was a member of the building trades. They said, "It would be a good idea not to put a member of the building trades on, he might lean a little toward the carpenters or painters or something like that," so they did not put him on.

This I get from hearsay. I am just testifying to what was told me afterward.

So they put on the car maker, Brother Knight; the barber, Brother Birthright; and the letter carrier, Brother Doherty.

Again the point came up about Brother Birthright. He was a barber and there was a little dispute between the barbers' organization and the IATSE about who was going to dress the hair of the stars out there and whether that jurisdiction belonged to the barbers or whether it belonged to the IATSE who had organized it several years ago. Somebody said to me, "That will be bad if you have the barber on there, because he will give you a bum decision."

I made a few inquiries and I found out the barber was a pretty honest sort of fellow, so we said, "All right, let the committee go ahead. As far as we are concerned we have nothing to say about it anyhow, so the committee can go to work on it."

Everybody went back to work. Then there was a problem with the employer: Did he have the right to use these replacements which we had taken off the job in case he needed them?

The contention was that he did not have the right. There was quite a little controversy about that. So much so that the producers and myself had to fly back to Washington, D. C., to have a conference with President Green, of the American Federation of Labor, and George Meany, of the American Federation of Labor. At that time it was decided the employer had the right to hire anybody, whether it was the people who went back on the job as strikers, or whether it was the people who were off the jobs because they were replacements—if they needed them. But that strikers had the right to their jobs as of March 12.

Now if there were any new jobs and they felt like putting the replacements on, they had the right to do it. So that was decided. Then we went back to Hollywood again and started to work.

MR. KEARNS. You approved of that?

MR. WALSH. Yes, sir. It never was put into effect, I assure you of that, because the employer was afraid if he did that he would have another strike. I know he had jobs he could have filled with replacements, but he did not fill them because they were replacements and he was afraid to use them.

In fact, they took some of our replacements that had kept these studios open for 8 or 9 months, and herded them over onto one stage in the studio and put props on the four doors to guard them so they couldn't get out. I don't know whether it was so that they couldn't get out or whether somebody couldn't get in after them. I never did find out which it was.

However, they guarded them, and it was like a concentration camp out there. I only tell you this story because of the second strike. We learned from the first one.

Now, in the 30 days in which the organization shut down to see if they couldn't adjust their differences, I want to assure you that each of the organizations out there had this attitude: "We don't care whether it is adjusted or not, the committee will straighten it out."

I personally went out there and sat down with some of the organizations; tried to make adjustments. Their attitude was anything but that of trying to adjust.

We had been working with the plumbers for quite a long time. We had an agreement drawn up which we thought was satisfactory to

ourselves and the plumbers, but being as the committee was coming out they let it lay and did not consummate the agreement.

There is some talk in the record about an agreement between local 80 of the grips organization and the carpenters organization.

Mr. KEARNS. What about that?

Mr. WALSH. I saw in on that agreement. The agreement was negotiated between the two local unions, with Cambiano, the international representative of the carpenters' organization sitting in, and with me, the international president of the IATSE sitting in.

When the agreement was drawn up and agreed to and it came time to sign it, I said to Cambiano, "Sign that agreement, Joe, and make it official for your organization, and I will sign it and make it official for our organization."

Joe said, "I can't do that, I've got to take it up with the chief first."

To this day I don't know whether he ever took it up with the chief or not. I don't know. I haven't received any word. The chief, I think, was Big Bill. I am not sure.

However, I was asked at the meeting of the council of the American Federation of Labor in Miami, in January 1946 if our organization would live up to that agreement, and I told them, "Yes we would live up to that agreement."

Since I have listened to some of the testimony here I have found out that the carpenters' organization has to approve the agreement, and I have received no approval, I don't know what the status of that agreement is as of today.

That was the only agreement which we could consummate out there.

We sat down with the carpenters' organization and tried to arrive at an agreement with them as to the building of props, and so forth. They got nowhere. It broke up in 2 days.

In the first place, they could not define what a prop was, so they could not draw up an agreement as to who was going to build the props, if they could not find out what a prop was.

Now, we come to the time when the committee was to come out there. Now, you understand these experts you have been talking about here who are supposed to be able to do the job on their own home grounds and play ball on their own home field—they were playing ball all the time. They played a full game out there and they hadn't done any better than Brooklyn does sometimes, so out comes the committee.

I sympathized with the committee, then and now. The committee started to hold hearings. They brought all the organizations in and outlined the procedure as to how they were going about deciding this jurisdiction.

All these organizations agreed to that, as to how they were going to go through with this procedure. I understand that the carpenters' organization was present at the time the procedure was outlined by the committee. I understood the carpenters' organization, and all the other organizations received the same notification to be there that I did.

I was interested enough in this problem to be in Hollywood. I would like to tell you that since the Hollywood situation has prevailed, I have traveled better than 75,000 miles trying to adjust the differences out in Hollywood. Every meeting that has been called, no matter where it was in these United States, I was there.

We did not know what the carpenters submitted, the painters, or anybody else, but we came to our day in court before this committee.

We presented our case to the committee the best way we could. We gave the committee all the documents we had. We gave the committee all the arguments we had.

You must understand, that in the labor situation in Hollywood, I think there are about 30,000 people employed out there. Around 16,000 of the 30,000 belong to the IATSE.

The other 16,000 are divided into about 48 unions, so you can realize why we were so interested in this dispute in Hollywood.

Mr. LANDIS. You had a complete hearing?

Mr. WALSH. Before the three-man committee?

Mr. LANDIS. Yes.

Mr. WALSH. Yes, sir; we had a complete hearing and presented our case. We were very jittery when we got through because we did not know what they were going to do, and by looking into their faces and hearing what they were going to say, we thought the IATSE was out of business—from their remarks.

Mr. KEARNS. You are talking about the three-man committee of the A. F. of L.?

Mr. WALSH. That is what he asked me about, the three-man committee of the American Federation of Labor.

During the presentation of our case to the three-man committee of the A. F. of L., we brought in all the agreements that we could find that had been drawn up between the carpenters' organization, the electricians' organization, and any other organization that had a dispute in Hollywood.

We found an agreement back in 1919 with the carpenters' organization. We found an agreement back in 1921 with the carpenters' organization. We found an agreement in 1926 with the carpenters' organization.

We found a letter from our president—at least a letter from the carpenters to the producers' organization in 1936 when we went back after the strike, in 1933.

I would like to bring to the attention of the committee at this time the fact that the IATSE, when it went out on strike in 1933 for a wages and hours dispute, we had about 7,000 members in the Hollywood studios.

We lost that strike, and in 1935, our membership in Hollywood had dropped to about 186 paid-up members. The carpenters, the electricians, and the other people and organizations, had gone in and taken our jobs.

I was a little bit surprised this morning to hear Brother Hutcheson say that he was minding them for us for 2 or 3 years, he was taking care of the members of our organization who were out on strike—he was minding the jobs for us and that he gave them back to us. I was very much pleased to hear that.

In presenting these various agreements we tried to argue with the committee that all the work in the Hollywood studios belong to the IATSE. Now, I say all of the work. I am not going to hedge about it, and I am not going to try to hint to anybody that I did not ask this committee to give us everything. There was no question about jurisdiction. We thought the whole Hollywood studio belonged to the IATSE.

I heard Brother Hutcheson testify here yesterday that in the theaters they built the scenery and we handled it in the theaters. I know of no theater in these United States where the Brotherhood of Carpenters built the scenery or builds the scenery or did build the scenery.

He talked about coming into the American Federation of Labor with a labor organization. We also came into the American Federation of Labor with a labor organization, known as Theatrical Stage Employees.

We have always built sets in the theaters.

Mr. KEARNS. For the record, Mr. Walsh, what was the duty of a carpenter in the theater historically?

Mr. WALSH. Well, it is according to what theater he is in.

Mr. KEARNS. I can appreciate that.

Mr. WALSH. Whereas you at times used to be in opera, his job is to build the sets, keep them in repair, to set them up each night, to take them down each night, and to do whatever work is necessary on the scenery.

In the stock theater, where you change the show every week, every week the carpenter in that theater builds a new show.

In New York City, in what is known as the production city, the large shows and productions are built in shops. Those shops are manned entirely by the IATSE.

Mr. KEARNS. Is the millwork done there?

Mr. WALSH. Everything; we do all of the construction work in those shops.

The motion picture graduated or came from the legitimate theater. We went with the employers from the legitimate theater into the motion-picture studios.

The history of the motion-picture studio will show that when it first started the IATSE people only worked in the studios; nobody else.

Somebody says here, "Historically, the committee did this or historically the committee did that," but if they really want to go into history, we will show them historically we did everything in the studios at one time. I am not old enough to say that I did it; I will have to get some of the old-timers to prove that.

So that there will be no misunderstanding, I said the IATSE carpenters did the work, not the United Brotherhood of Carpenters. I think the chairman understood that.

Mr. KEARNS. Yes; I understood that.

Mr. WALSH. The IATSE did all the work, as far as the legitimate theater was concerned. I only reviewed the legitimate theater to show you that is how pictures came about.

Mr. KEARNS. I wanted the other members to hear that, because I did not know if they heard it.

Mr. WALSH. I would like to review for the other members that in the theater which is the same as a motion-picture studio—the only difference is that you create a show in the theater so that the eye of the people look at it. In the motion-picture studio you create a set or a production so that the eye of the camera looks at it. It is only a question of how it is done; whether it is photographed in your mind, or whether it is photographed on the motion-picture film. That was the argument that we gave to the three-man committee, that since we

had always had this work we thought they should continue to give us this work; that we had these set erectors; we had these carpenters, and we had these other men standing by during this 60-day period waiting to go back on whatever jobs the committee of three gave us. If they gave us one job we would go back on one job. If they gave us 100 jobs we would go back on 100 jobs.

Now, you sent me a letter in which it says that this committee of three seemed to be deceived in some way. I don't know whether that meant that I deceived them or not, but I want you, or counsel, or anybody else, when I finish—if you have any questions to ask about whether I deceived the committee or not—I would like to answer them, because I did not deceive the committee and I did not try to deceive the committee in any way, shape, manner or form.

Mr. LANDIS. With respect to the historical part of it, could you tell us what year it was when the carpenters took over part of that work?

Mr. WALSH. It dates back to about '21. The argument started in maybe 1920. It dates back, from the explanation I received and all the research I went through, to where we needed extra men, where we needed more people to help us in the studio. Instead of going out and picking up anybody on the street, we went to our brother organizations and said, "Come on in here and help us."

Mr. LANDIS. I thought you said your first contract was in 1918.

Mr. WALSH. '18 was the first agreement I mentioned. We had contact before that. The studios date back prior to '18.

Mr. LANDIS. I mean your first contract with the carpenters to do part of the work.

Mr. WALSH. I mentioned the first agreement between the carpenters and ourselves; you are correct, it dates back to '18.

Mr. KEARNS. That is when they differentiated in millwork from everything else done under the roof?

Mr. WALSH. No; there was nothing in there about that. It said "carpentry work." That agreement of '18 is as bad as some of the agreements of today. You try to find out what is in the agreement and you have to go back to how they were working it.

The words of the agreement mean a whole lot, but putting the words into practice was terrible—just as bad as I just presented.

In presenting this case before the three men, we contended that the entire jurisdiction should belong to the IATSE. We argued about props; we argued about set erection; we argued about carpenter work; we tried to show them pictures as to why we should get this carpentry work. We tried to have people testify before the committee. We had all the business representatives of our organization there, and we tried to do the best job we could.

As it has been testified here, we went through the studios, or the studio, I should say. That was Paramount studio.

In going through Paramount studio with this committee it was not an easy job, as I was the only representative from the IATSE. We had 16 local unions, but it was again the ruling of the committee that each international organization would only have 1 representative.

Now, although I had 16 local unions and 16 different crafts out there, they only allowed 1 representative from the IATSE. So, when we walked into the studio and over on one side of the shop was nothing

but bandsaws, cut-all, joining machines, and all carpentry tools and carpenters were working there, and over on the other side of the shop was the same type of machinery, the same type of wood and the same type of work being done, it was not an easy explanation for me to give to the committee as to why there should be carpenters here and IATSE men over there.

However, I explained it to the committee and from their decision I think they must have believed me, at least to the extent that the IATSE should have that work.

Now, we come down to what the committee did.

The committee claims they had three ways to decide this: Strict adherence to craft or vertical lines of demarcation of the motion-picture studios; establishment of an industrial or horizontal union throughout the industry; a division of work designation within the industry patterned after previous agreements negotiated mutually by the various crafts. They picked the latter, (c) They took the agreements which the various local unions and the international out there had agreed upon.

They were three practical men. They were not going to try and say that this was a prop or that is a prop or this is a wall and that is a wall. They knew they could not do that, so they took these agreements.

These agreements were not the language of this committee. They did not draw up these agreements. They were drawn up some time ago.

They said, "Put these agreements into full force and effect."

Now, this arbitration committee had an over-all job to do. They were not out there just deciding how sets were going to be built or who was going to build the sets. That is not what that committee went out there for. They went out there to decide all the jurisdiction which we could not agree upon.

So how did the IA come out in this? How did we fare?

The "set decorators" was the dispute. I do not think anybody can say historically that the set decorators or the set dressers belong to the painters' organization, that they were painters, or that they did any work the painters should have jurisdiction or could have jurisdiction over.

As the history will show, they were just property men. They had graduated from being plain property men to set decorators.

So did the IATSE win that argument about the set decorators? No; we lost it. They took the set decorators away from us.

They also took away from us the frosting of windows. That is a very important thing. I don't know how it even got into the argument. They talk about what this committee should decide—the frosting of windows.

The frosting of windows probably amounts to 1 hour per day per year, or something like that, but they took that away from us. We lost that. We should have asked for a clarification of that, but we didn't.

Now we come to the International Brotherhood of Electrical Workers.

We had an agreement with the International Brotherhood of Electrical Workers. It had been in effect. We had been working under it. We thought we were doing pretty good. But, lo and behold, they

came out with the directive and gave us an International Electrical Brotherhood agreement, and gave to the International Brotherhood of Electrical Workers the operation of wind machines. There was no dispute about the operation of wind machines. We had been running the wind machines for years in the studio, that is the electrical-driven wind machines.

The gas-driven machines were under the jurisdiction of the International Brotherhood of Electrical Workers, but this committee gave them to the Brotherhood of Electrical Workers and gave us the gas-driven wind machines.

That might sound funny to the committee. Why did they take the gas-driven wind machines away from the Electrical Workers and give them to the IA, and take the electrical-driven wind machines and give them to the IBEW? Why did they do that?

They did not intentionally do it or make any mistake at all. They put into full force and effect the agreement which they thought we should operate under. That agreement had been drawn up years ago by the IATSE locals and by the IBEW.

So they said, "Put it back into full force and effect." That is the best way we can find to decide this trouble that you have not decided amongst yourselves.

Now, we lost the operation of electrically driven wind machines. That might amount to 50 men a day; it might amount to 5 men a day, or no men a day. It is all according to what picture you are shooting.

If you have a big hurricane on out there they may have a hundred wind machines with a man to each wind machine because there is only one man to each machine—that is very important. But they took that away from the IATSE.

Now, in this arbitration so far we are doing pretty good. The United Association of Plumbers and Steamfitters of the United States and Canada, we had an agreement with the plumbers. It was a short agreement. Everybody understood it pretty well.

The plumbers came up to the wall with their pipes and from there on out we took them, the IATSE. We handled all the effects on the stages.

But in handing down its decision, the committee found this agreement which we had been working under out there. They studied it and it looked like a pretty good agreement to them, so they said, "Take this agreement you have been working on and which you have not consummated in these 30 days, and with a few little additions, put that into full force and effect."

I assure you under that agreement the IATSE lost some more work. How much? It might be 1 day, it might be 100 days. I am not going to present that to the committee, because I do not have the facts on it, but we have lost work under that agreement.

Now comes the Building Service Employees International Union. The Building Service Employees International Union first came into the studios, I think, in 1942. They had practically no jurisdiction in there, but we had some jurisdiction which we were contending the committee should give to us, which was flagmen, signalmen, and whistlemen.

Those are the men where, when they are shooting a picture outdoors, they wave the flag and blow the whistle so that everybody keeps quiet.

It may amount to 100 men; it may amount to 150 men, or it may amount to 200, I don't know.

Did the IATSE win that one? No. That went to the building service employees. They gave them not only that but a whole list of jurisdictions here. It runs all the way down to N, from A to N, so the IATSE did not win there.

Now, we come to the International Association of Machinists. They dug back again and found the only agreement that had been agreed upon between the IATSE and the machinists. They said, "Put that agreement into full force and effect." That agreement, of course, only takes care of the motion-picture machines. It left in the balance the rest of the jurisdiction in Hollywood.

In the opinion of the IA, I think the jurisdiction should be within the jurisdiction of the IA. Nobody had agreed with us yet. I think that is a case of representation and it will be decided by an election to be held in Hollywood. At the present time the IATSE is doing it; we have the people.

Now we come to the United Brotherhood of Carpenters and Joiners of America. That is the last one. Again, what did the committee do? They took the old agreements. I guess they read over the 1918 agreement, the 1921 agreement, the 1926 agreement——

Mr. KEARNS. The 1925.

Mr. WALSH. Well, I call it the 1926; it was 1926. It says here it is known as the 1926 agreement. They probably took into consideration the letters that went between Hutcheson and Casey and the letters between Brown and Hutcheson. I don't know how they decided it, but they said, "Put that agreement into full force and effect." That is where the trouble began.

This is the first time under this arbitration that there could be anything said to the effect that the IATSE received a gain, as far as the committee was concerned.

Mr. McCANN. Mr. Walsh, may I stop you there? Is there any objection to a question?

Mr. WALSH. I have none at all, any place along the line.

Mr. McCANN. On page 7 of the testimony before the three-man committee, Mr. Birthright asked the following question:

They entered into this thing in 1925?

Brother WALSH. That's right; that's what they call it, the 1926 agreement.

I believe you just so testified.

Mr. WALSH. That is right.

Mr. McCANN. Then further on you say:

This is signed by the local unions out here and signed by our local out here also. This is the agreement that we worked under from 1926 until we went on strike in 1933.

Did you give that testimony?

Mr. WALSH. That is absolutely correct.

Mr. McCANN. That is all I wanted to ask, sir. Is it true that you had worked under that agreement from 1926 to 1933?

Mr. WALSH. That is true that we had worked under that agreement until we went out on strike in 1933. There has been much said about that.

Mr. LANDIS. Was that agreed to by the Internationals, too? Was that a complete agreement?

Mr. WALSH. I would like to explain to you how that happened, if I can. I find in our convention proceedings—and I have to go back now, because I was not the president at that time—but I find in our convention proceedings that at a meeting of the American Federation of Labor, at which Brother Hutcheson and Mr. Canavan—Hutcheson, the president of the United Brotherhood of Carpenters, and Canavan, the president of the IATSE, attended—they agreed at that time to send representatives out to Hollywood to see if they could not arrive at an agreement in 1925. I find that in the record of our convention.

If you will permit me, I would like to have our attorney read that part of the convention minutes, because I think it is very important.

People are trying to say there is some deception here. I would like to prove to this committee there is no deception so far as we are concerned. Now, if anybody else is deceiving people, let them answer for themselves, but as far as I am concerned there is no deception here.

Mr. McCANN. Mr. Chairman, I would like counsel to read what appears in that record, if you have no objection.

Mr. WALSH. These are the official proceedings of our international convention. This is the report of our then international president to the convention.

Mr. LEVY. I will be glad to read it. [Reading:]

PROCEEDINGS OF THE TWENTY-EIGHTH CONVENTION OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, HELD IN HOTEL WINTON, CLEVELAND, OHIO, JUNE 21 TO 25, 1926, INCLUSIVE

PRESIDENT'S REPORT—AGREEMENT WITH CARPENTERS

While in attendance at the convention of the American Federation of Labor at El Paso, Tex., the question of the nonunion conditions obtaining in and about the motion-picture studios upon the west coast was discussed with President William L. Hutcheson of the United Brotherhood of Carpenters and Joiners, who agreed to permit his local unions in Los Angeles to enter into a new agreement with our Los Angeles local union so that the question of jurisdictional misunderstanding might be clarified.

On the 5th day of February 1925 an agreement was entered into between a committee representing the United Brotherhood of Carpenters and Joiners of America and a committee representing our International Alliance, composed of Vice President Cleve Beck, William H. Honeyhugh, H. B. Newman, and John J. Riley. This agreement is to apply to the motion-picture studios located in Los Angeles County and to replace the former agreement between the respective organizations.

A spirit of friendship and fair dealing between the carpenters' organization and our own international has been one of the important developments of the agreement reached.

That was printed in 1926.

Mr. OWENS. Might I ask a question, Mr. Chairman?

Mr. KEARNS. Yes.

Mr. OWENS. Is that the agreement of February 5, 1925?

Mr. WALSH. Yes, sir.

Also I have here a photostat of our official bulletin that was printed in 1926. I would like to have counsel read what is in that bulletin about that agreement.

Mr. KEARNS. No objection.

Mr. LEVY (reading) :

General Bulletin No. 190,

dated—

Monday, April 6, 1925, issued from the general offices of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, suite 701, World Tower Building, 110 West Fortieth Street, New York, N. Y., offices, William F. Canavan, president, and the other officers.

IMPORTANT NOTICE

One copy of the bulletin must be read at the next special or regular meeting of your local union and permanently filed with its records.

AGREEMENT REACHED WITH UNITED BROTHERHOOD OF CARPENTERS AND JOINERS REGARDING THE JURISDICTION OF WORK IN MOVING PICTURE STUDIOS

The following is a copy of the agreement reached between the United Brotherhood of Carpenters and Joiners and the Studio Mechanics Local Union No. 37 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of Los Angeles, Calif.

This agreement has received the approval of International President Canavan and William L. Hutcheson, president of the United Brotherhood of Carpenters and Joiners of America.

Then after the statement that this agreement dated February 5, 1925, has received the approval of International President Canavan of the IATSE, and International President William L. Hutcheson of the Brotherhood of Carpenters and Joiners, the agreement is quoted in full in this bulletin printed April 1925.

Mr. WALSH. These are all records of our international organization and not records that I made up.

Now we have the constitution and bylaws of our local union, which was operating in the studios. This constitution we have here was made up I think in the year 1931, is that right? I am asking our counsel.

Mr. LEVY. It was adopted on July 24, 1931, according to this page.

Mr. WALSH. That is the constitution and bylaws of the local union that was working in the studios out there. In this constitution and bylaws, in the back of it, which was supplied to each of the members, they have this 1926 agreement. That is the agreement they contend they were working under.

So when I presented our argument to the committee after I went through the records of the international organization, after I had read these things and looked in the constitution and bylaws, and after talking to the men on the job out there, I made the statement that was the agreement we were working under and I think I have offered proof here it was the agreement we were working under: that the local union members thought it was and thought enough of it to print it in their constitution and bylaws, so who would I be to say they were wrong? Would that be deception to the committee?

Mr. KEARNS. It is your impression that they were working under the 1926 agreement?

Mr. WALSH. Well, there is the local's own constitution and bylaws. I find not other agreement drawn since 1925 or 1926. There is no other agreement that has been presented here in the record or any place else that I know of. That is the same agreement that is in here.

Then we went on strike in 1933 so that changed the picture. Then they went in and took our jobs and minded them for us until we went back again—until we kicked our way back in. They did not hand them back to us.

What Brother Hutcheson did not tell you was, he said there was some trouble in the theaters in Chicago and other places. There was some trouble in the theaters. They started to take a picture called *Thirteen Hours in the Air*. It was a motion-picture cameraman. We have jurisdiction of motion-picture cameramen. The electrical workers insisted that this motion-picture cameraman, before he could go to Newark Airport to take this picture *Thirteen Hours in the Air*, had to have an electrician's card. That got the IATSE mad. We only had 186 members left, but we thought now was the time to start a little fight, which we did.

In some of the theaters in Chicago the show did not go on. In some of the theaters in Chicago when the show did go on it went on wrong, and many other things happened.

Then the employers started to look around to see what the trouble was.

Everything you say I am going to listen to you.

MR. OWENS. Don't let him ride you, Mr. Walsh.

MR. WALSH. He is not riding me. I listened to everything he said. I find you have to keep up with him. I found that out.

Thus far we have done pretty good and if certain people will leave us alone we will finish it.

So we kicked our way back into the studios because of that. Not because the employer wanted us back in the studio, the employer does not love the IATSE any more than he loves the Conference of Studio Unions or anybody else. He will operate any way that he can. I don't want to say too much about him; I will leave him alone for a while. I am supposed to be in conspiracy with him.

I am not going to read all of this agreement, but it says here:

The IATSE shall have the erection of sets on stages except as provided in section 1.

Section 1 says:

All trim and millwork on sets and stages belongs to the carpenters.

When they handed down this decision there was some doubt in the minds of the people that the committee meant it, so the employer would not put the directive into full force and effect. He said, "We would like to talk this over with the committee or with somebody else."

We went to Miami, Fla. I went because I received a telegram from President Green asking me to come down there. The employer went down there to see if they could not get some instructions from the executive council as to what they could do, because people were contending it should not be put into effect.

I had a meeting down there with President Green of the American Federation of Labor and the three-man committee which was appointed by the American Federation of Labor to go to Hollywood.

At this meeting they tried to have me agree that the committee could change this around in some way so that it would satisfy all parties concerned and it would not cause any trouble in the American Federation of Labor because the carpenters were threatening to withdraw from the American Federation of Labor if this was not changed.

Mr. KEARNS. What year was that?

Mr. WALSH. This was in January of 1946, a very few days after the agreement was sent to us.

I told President Green and I told the committee that President Green, the committee, Dick Walsh, or the council of the American Federation of Labor did not have any right to change this agreement. Although we lost in every section except under the United Brotherhood of Carpenters, we had no right to ask them to change the agreement. We had no right to ask them to give us back the wind machines. We had no right to ask them to give us the set decorators and that they had no right to give them to us even if we asked for them.

I must have put up a pretty good argument because they adjourned and went to work on the council.

Now you have heard read here the minutes of the council meeting in Miami.

Mr. KEARNS. They are all in the record.

Mr. WALSH. There has been something said in the record here that the committee did not know the 1926 agreement was being worked under or they did not understand that. I say that in the records of those minutes the 1926 agreement was talked about. I heard it read here where Hutcheson said he never approved that agreement and he would not work under it. That is his own statement at the council.

If there was any change to be made it should have been made then and not later on.

They argued amongst themselves, as the minutes will show. We were not in there, the employers were not in there and the IATSE was not in there.

Later on we were asked to come into the meeting of the council of the American Federation of Labor and explain our side of the case again.

The employers were present; the IATSE was present. Well, this whole subject matter was hashed over. This was in Miami. I am talking about the same meeting in January.

After we talked it over we left again and left it up to the council of the American Federation of Labor.

These various motions that were read and the various arguments put up by Brother Hutcheson inside the council, with nobody there beside himself, and where nothing was done, the council said they would not change this agreement one iota, they would not change a comma or a period in it—they then came out to the employers or to myself and said, "We are not going to change it, but we have arranged another meeting between President Walsh and President Hutcheson and two members of the committee—because I believe Brother Knight had left at this time—to see if we cannot find some way out of this."

So we sat for some 3 hours and talked this over after the council meeting.

Of course, Brother Hutcheson still insisted he was going to have all carpentry work and Brother Walsh still insisted he was not, so we got no place.

They went back into the council meeting again, and finally decided that as far as the council was concerned it was closed; that the original directive would stand; leave it the way it was.

In talking to President Green afterward the employer, in my presence, said, "What are we going to do?" They said, "We are going back and put this directive into full force and effect."

So Green asked me, "What will happen if the carpenters go on strike again?" I said, "If the carpenters go on strike again, leave us alone and we will run the studios."

Mr. KEARNS. You told Mr. Green that?

Mr. WALSH. That is what I told him, "Leave us alone and we will run the studios, and if you leave us alone, there won't be any trouble, but if you keep butting in there will be a lot of trouble."

So we went back and the directive was put into full force and effect. We worked under that directive for 8 months.

Now comes the day—I think it was in August—of the clarification.

All of these arguments that have been had on the council which Brother Hutcheson testified to, I do not know anything about them because I was not notified to be there. This was sort of secret in the inner sanctum of the American Federation of Labor. They get you in there and talk about Doherty and his butchers. They do all right, according to what I hear here from the testimony.

Mr. LANDIS. Could I clear up one point?

Mr. KEARNS. Yes, sir.

Mr. LANDIS. Is that book your constitution?

Mr. WALSH. No, sir; that is a book that we had printed of the directive. We had it printed and distributed to all our members in Hollywood.

Mr. LANDIS. And you lost those different things in the original directive; is that correct?

Mr. WALSH. That is correct. We lost every place but set erection.

Mr. LANDIS. And you lost no more in the clarification; is that correct?

Mr. WALSH. We lost a little more in the clarification. If the clarification was ever put into effect we would lose what we gained. In other words, it would be complete. If they can get the clarification put into full force and effect the LATSE will have lost.

Mr. LANDIS. And the carpenters will be satisfied?

Mr. WALSH. I am not sure, I am not sure. I am coming to that now. That is what troubles me more than anything else.

After this clarification was handed down——

Mr. KEARNS. That was in August?

Mr. WALSH. In August. Brother Hutcheson sent a communication to Eric Johnston in which he enclosed the clarification. He said he hoped that Eric Johnston and the people affiliated with him would abide by this clarification and all future clarifications. So you see, this was the in. This was where he was going to break down what the committee did and once the arbitration was broken down the door was wide open; the steam shovel was in and the house was removed.

I was more afraid of that than anything else because if I sat there and took 2,000 people off the job and lost in all these spots and made no complaint, why was I going to let them open up this binding arbitration? I wouldn't do it if we had to carry it to every court in the land. We will fight it no matter where it goes.

We think this was a binding arbitration and we think the committee in all fairness did the best job it was possible for them to do.

I do not think there is anybody, whether they be qualified in Hollywood or any place else, that would have done a better job. The proof of it was that studies ran under it for 8 months. There was no question about what was set erection. There was no question about what was mill and trim work.

The mechanics who were doing the set erecting went in and did the set erecting, and the mechanics who were putting in the mill and trim work put on the mill and trim work, and they knew just what it was. There was no reason for sending Flanagan in there. I don't know what he reported or what he saw or anything else.

I heard of no violations of the agreement. The only thing I heard was that the carpenters were not pleased with it. Well, neither were we, but we did not set it aside.

Now, let's see what happened with this clarification. Section 8 says: "The erection of sets on stages." They say they did not mean the erection of sets, they meant the assembling of sets.

Well, any schoolboy knows the difference between erect and assemble. You get a little Erect-O set at home under the tree when you were a little shaver and you start erecting; the set is already made.

Now they come down to section 10, which says: "The erection of platform of lamp operators and cameramen on stages." The word "erection" is used in section 10 and I don't think you can find in the clarification handed down by these men where they changed that to say "assembling" of platforms.

Just what did they mean? They don't know themselves, I don't think.

If we have the right to erect platforms and they are willing to say go ahead and continue to erect platforms—platforms are sometimes 30 or 40 feet high; you make them out of 2 by 4's and 2 by 6's and all types of lumber; we use hammers, saws, cutalls and everything to make them—

MR. OWENS. Mr. Chairman, don't you think in the last sentence of that so-called clarification when they said the parties were following the directive of December 26, 1945, that they knew what they were saying?

MR. WALSH. Oh, they knew, all right. What they were trying to do was to see if they couldn't get along together on the council. They were not trying to settle that.

I want to say I think the committee did a good job, even with the clarification and tried to keep their face clean by the last paragraph and by other words in there. I really think they tried to do a good job on it.

But this all simmers down to just one thing so far as I can see it. We could go on here with the hearing for another 6 years.

It seems down to this: We all agree to arbitrate something. Regardless of the form of arbitration used this was what was done. We agreed to arbitrate it. We agreed when it was finished it would be final and binding and nobody could change it. The executive council could not change it, I could not change it, and the convention of the American Federation of Labor could not change it.

I heard the able counsel of the committee say the other day, when he read from paragraph 5, page 2, the end of it—he read the names of all the organizations and then he said, "Accept as final and binding

such decisions and determinations as the executive council committee of three may finally render." And he put great stress on that "may finally render."

I think he was grasping at another straw to see if he could not find some way to continue this argument and I was not pleased with that. I do not think the counsel should do that.

Mr. LANDIS. Where is Mr. McCann?

Mr. KEARNS. He just stepped out a minute.

Mr. WALSH. Perhaps I should not say it while he is out.

Mr. KEARNS. You might repeat it when he comes back in.

Mr. OWENS. I don't think it needs repetition.

Mr. WALSH. He can read the record anyway.

This is the final paragraph of the committee's decision before they put in the various findings for the organizations:

Accordingly this decision is based on the premise and the below listed conclusions are final and binding on all parties concerned.

Now, if that was not their final and binding conclusion, what was?

As I say to you, Mr. Chairman, we can go on and talk; you can investigate; everybody can make speeches. This comes down to just one thing:

Did the people who make this agreement have a word? Were they going to live up to it or were they going to find some technical way to worm out of it as they have in other agreements? Now, if that is the forte of the carpenters' organization they will never have respect for any organization. I thought the carpenters' organization would have been big fellows if they had said, "All right, we agree to that and we will find some way to settle it amongst ourselves some other time, but we will live up to what we agreed to."

As far as the Hollywood strike is concerned, the Hollywood strike is over. Production in the studios, so far as the mechanical crafts are concerned, is normal. So far as employment is concerned, it is below normal because production is below normal. Not because of any strike trouble out there.

The only thing this committee can do if it puts out any adverse report, is to generate some more trouble in Hollywood. You will not settle any trouble by setting forth any findings that these people will be able to sink their teeth into and that the papers will be able to play up and say the trouble is still going on there.

My advice to the committee—and I probably have no right to give advice—is to leave it alone. If the carpenters want to go back to work, there is still an open shop out there. The carpenters can go to work. If the painters want to go to work, there is an open shop out there. The painters can go to work.

I think harmony would reign supreme if they would just leave us alone.

Now, Mr. Chairman, I am here and am willing to answer any question that you or any other member of the committee would like to ask me about this thing.

Mr. KEARNS. Mr. Owens.

Mr. OWENS. That was a very detailed statement, very clear and concise. I have heard nothing better in the whole hearing. I have no questions to ask.

Mr. KEARNS. Any questions from counsel?

Mr. McCANN. These questions are presented, Mr. Walsh, by Mr. Bodle, counsel for the painters.

Isn't it true that you claim jurisdiction over all work in the making and taking of motion pictures? That is, all mechanical work?

Mr. WALSH. I so stated on the record.

Mr. McCANN. Isn't it true that the IATSE in March 1946, in violation of three-man decision, refused to work on cameras repaired by members of IAM?

Mr. WALSH. The IATSE has never violated the agreement, to my knowledge.

Mr. McCANN. Isn't it true that the IA in April '46 demanded the replacement of members of the IAM by members of the A. F. of L. machinists' union?

Mr. WALSH. I have not the facts on that, I cannot answer it; I don't know.

Mr. McCANN. Isn't it true that the work which the IAM was doing at that time was work which was traditionally theirs and which they were given by the three-man directive?

Mr. WALSH. I would have to answer that in the same way: Any work that was given to them, I understand the machinists went back on the jobs, and that they are back on the jobs today.

Mr. McCANN. Isn't it true that from 1926 on the actual construction of sets in the motion-picture studios was done by carpenters?

Mr. WALSH. No, it is not true. Some of the work was done by carpenters; some of the work done by the IATSE; some of the work was done under open-shop conditions.

Mr. McCANN. The minutes of the producers' labor committee——

Mr. OWENS. Just a minute; may I ask a question?

I noticed before you used the word "carpenters" interchangeably, meaning that your men were also carpenters in some sense.

Mr. WALSH. Our men do carpentry work. They may do it under another title and they may do it under the title of "carpenters." For instance, in the stage theaters, we call them stage carpenters.

Mr. OWENS. So when you say "carpenters," you mean the International Brotherhood of Carpenters and Joiners?

Mr. WALSH. When I answered it just now, I meant the United Brotherhood of Carpenters and Joiners.

Mr. KEARNS. Mr. Walsh, at that point, isn't it good to clear the record of the fact that lots of times the carpenters had cards in your union, too, because many times there was work available in fields where you had jurisdiction and they got appointed there when there was not work in the carpenters' field?

Mr. WALSH. In Hollywood people hold many cards for employment purposes, for their own benefit.

In my own local union in Brooklyn, N. Y., we have a fellow who has three cards there. You don't have to have them. He gets three shots at the bag. He can get a job as a motion-picture operator one day, a studio mechanic the next day, and he can work as a stage employee the next day.

I only have a stage employee's card, and I am confined to just working on the stage.

Mr. KEARNS. But in the case where the work of the craft is not overlapping in any way; he is doing a different job when he works under a certain card?

Mr. WALSH. That is correct. In the studios the work would not be overlapping either, in a lot of cases. It may in some cases. For instance, like the special-effects men. One time they might be working as a plumber and the next afternoon or the next day they might be working as a special-effects man; working under the plumber's card one day and the special-effects card the next day.

There is not enough employment there as a full-time plumber, but by having the two cards he would work full time.

There are two different agreements, one with our organization and one with the plumbers' organization—that is, with the employer.

Mr. KEARNS. I do not think Mr. Owens understands that, for instance, the prop maker is a skilled carpenter. One day he may be working on wood, the next day on plastics, and the next day he may be over there cutting a steel beam, or something of that sort.

Mr. WALSH. That would be with three different organizations. These three different organizations have agreements with the employer.

The motion-picture operator has an agreement with the employer, the studio mechanics have an agreement with the employer, and the stage employees have an agreement with the employer. So under those three different employer agreements you would have to have three different cards to work, if you want to.

Mr. KEARNS. Otherwise he could stay in the category of one card and not work at other jobs?

Mr. WALSH. Sure.

Mr. OWENS. I did not misunderstand, I just wanted to clarify that point. I think I was as able to understand his committee as the committee was able to understand it when it was before them.

Mr. KEARNS. Any more questions, Mr. Counsel?

Mr. McCANN. Yes, sir.

The minutes of the producers' labor committee from September 11 to September 26, 1946, show that your representative, Roy Brewer, sat in with the committee and planned the mass discharge of painters and carpenters on September 23, 1946. Do you approve of and ratify the activities of Brewer in this regard?

Mr. OWENS. I must object to a question of that kind, Mr. Chairman, which calls for a conclusion that is unjustified. I don't think such a question should be permitted to be asked of any witness.

Mr. BODLE. Mr. Chairman——

Mr. KEARNS. Just a minute. Off the record.

(Discussion off the record.)

Mr. KEARNS. The notes of that committee's activities have already been received in evidence, and I sustain the objection to the question.

Mr. McCANN. Mr. Chairman, I want to make a comment on that point. We have asked the producers similar questions with respect to the minutes, and they were allowed in every case. This varies the rule that you have been following up to this date.

Mr. KEARNS. No; I don't think so, because we have that already in the record. It is so ordered.

Mr. McCANN. Were you aware at the time Brewer was planning with the producers the mass discharge of the carpenters and painters?

Mr. WALSH. I think the record would show. I don't know whether Brewer planned anything with them or not. I don't know anything about these minutes. I didn't see them.

Mr. McCANN. The question is simply this: Were you aware at the time?

Mr. WALSH. I couldn't be aware if I didn't know about it.

Mr. KEARNS. That is a legitimate question.

Mr. McCANN. If you didn't know about it, you could say so, but "were you aware at the time Brewer was planning with the producers the mass discharge of the carpenters and painters?"

Mr. WALSH. I don't know what Brewer was planning with the producers; I have no knowledge to that effect.

Mr. McCANN. These questions are from Mr. Cobb, addressed to Mr. Walsh:

Do you have any contract to do carpenter work? If so, give details.

Mr. WALSH. The contracts would have to speak for themselves. We will present them if you want; that is, the contracts we have with the employers.

There are very many classifications in there, and I believe many of the classifications will include carpentry work. If you want the contracts we will submit them.

Mr. McCANN. Mr. Chairman, do you want the contracts submitted?

Mr. KEARNS. Do we have any of the contracts at present?

Mr. McCANN. We have some contracts, but they were all turned over as exhibits to the printing department's representative in our office, as I recall it, then the printing was delayed for many weeks, because of the wage-and-hour hearings. I have not seen some of the exhibits since that time.

Mr. KEARNS. In the event they are not already submitted, we may request them.

Mr. McCANN. After the Cincinnati directive, did you ask Mr. Green and Mr. Meany for an interpretation or clarification of the Cincinnati directive with regard to your replacements?

Mr. WALSH. I have asked Mr. Green and Mr. Meany about no clarification as to the Cincinnati directive. I stated here what action we took about the replacements; that we went back to Washington and took up the question of the replacements with Green and Meany in Washington.

Mr. McCANN. Why do you refer to the purported 1925 agreement as the 1926 agreement?

Mr. WALSH. I guess because a lot of other people do. I was reading it right here in front of me. It says here, "Canada, February 5, 1935, and known as the 1926 agreement, be placed in full force and effect." I would say I mentioned 1926 at that time was because it was here in front of me.

Mr. OWENS. The minutes that you have there showed you entered into some kind of an agreement in July 1926, with reference to the February 5, 1925, arrangement. I asked just before I stepped out before it that meant the February 5, 1925, agreement—

Mr. WALSH. 1925. This says 1925 agreement. Many people say the 1926 agreement, and some say the 1925 agreement.

Mr. OWENS. But you did show a conclusion of that in July 1926?

Mr. WALSH. That was the one at the convention. The convention was held and the president was reporting on that at that time. He read that from that volume of our convention proceedings, and that would be June or July of 1926.

Mr. McCANN. Please state who else had ever called it the 1926 agreement before the three-man committee hearing?

Mr. WALSH. I think that has been well answered.

Mr. McCANN. Has the 1921 agreement ever been revoked by any other agreement?

Mr. WALSH. I would not be able to answer that, because I have no knowledge of it being revoked, whether it was put into full force and effect, or what happened to it.

Mr. McCANN. I will read the rest of that question for you. I think you have probably answered it, but I am just submitting it:

If so, what, how, and when? Please answer the above question independently of the purported 1925 agreement.

Mr. WALSH. That would be the same answer.

Mr. McCANN. You state that said purported 1925 agreement was approved, and then followed from 1925 to 1933. What do you have to show that it was then approved by the general president of the carpenters?

Mr. WALSH. Well, I have submitted here all the evidence I have about that agreement. I had the counsel read our convention proceedings. I had your attention drawn to the agreement. I had the constitution and bylaws of the local union at that time, and I had the photostat of our bulletin back in 1926, and I gave it all to you.

Mr. OWENS. Mr. Chairman, I would like to ask a question.

Did you have knowledge of the fact that Mr. Hutcheson's international had expelled the local and replaced it with another for having entered into that agreement in 1925?

Mr. WALSH. I have argued on several occasions with Hutcheson that that is not a fact.

Mr. OWENS. You mean that they did not expel the union?

Mr. WALSH. I have some affidavits in my possession which says he did not expel them because of that, but it was because of some financial trouble, or something else. He says I don't know anything about his organization, and I have to agree with him.

Mr. McCANN. What work did the IA do between 1925 and 1933, under the purported agreement of 1925, as distinguished from the 1921 agreement?

Mr. WALSH. That is a question that would take a lot of research for me to answer. I cannot give you that answer now. They did volumes of work out in the studio under various agreements, and under an open-shop condition that existed in the studios at that time.

Mr. McCANN. In the hearing before the three-man committee, were any carpenters or representatives of carpenters present while you and others testified for the IA?

Mr. WALSH. The only ones present at the hearings where I was presenting the case were members of the IATSE. Among some of those people there may have been some carpenters.

Mr. McCANN. You have heard testified that the purported 1925 agreement was followed from 1925 to 1933. Were you in Hollywood then?

Mr. WALSH. No.

Mr. McCANN. Where were you then?

Mr. WALSH. In various parts of this country.

Mr. McCANN. Did you have any personal knowledge between 1925 and 1933 of who was doing that work in Hollywood?

Mr. WALSH. In 1930, I was out at the convention of the IATSE. We went through the studios at that time and I saw our men working on various equipment, sets, and so forth. That would be the extent of my personal knowledge.

Mr. McCANN. When you testified before the three-man committee regarding the purported 1925 agreement, was your testimony based on your own knowledge, or hearsay?

Mr. WALSH. I tried to explain to the committee that it was based on whatever knowledge I had, whatever research I could carry on through the records of the IATSE, and whatever personal talks I had with people in Hollywood.

Mr. McCANN. The record of testimony before the three-man committee shows that Mr. Duvall also testified. When did he go to California?

Mr. WALSH. You will have to ask Duvall; I don't know.

Mr. McCANN. Where was he and what was he doing between 1925 and 1933?

Mr. WALSH. I suggest that you ask Duvall.

Mr. McCANN. Regarding the December 25, 1945, decision, what did it take from the carpenters and give to the IA?

Mr. WALSH. From all the arguments I have heard, I imagine it would be set erection, what they claimed they were doing; whatever amount of set erecting they claimed they were doing.

Mr. McCANN. What did the August 16, 1946, clarification give back to the carpenters?

Mr. WALSH. I don't know. I think the carpenters would be in a better position to answer that than I. I don't know.

Mr. McCANN. Did the clarification simply return to the carpenters what had been taken from them?

Mr. WALSH. I don't know what was taken from the carpenters.

Mr. McCANN. Well, you stated a moment ago that it was set erection.

Mr. WALSH. Whatever set erecting they were doing.

Mr. McCANN. Did they return it to them? I think that is what he means.

Mr. WALSH. I don't know what he means.

Mr. McCANN. Did the clarification simply return to the carpenters what had been taken from them?

Mr. WALSH. I say, I don't know what was taken from them. Somebody would have to tell me what they took from them.

Mr. KEARNS. That is fair enough.

Mr. McCANN. You state there is an open shop in Hollywood for carpenters and painters. When was this open shop declared by the companies?

Mr. WALSH. I think August 22, 1947. I think the law of the land declared it as much as anything else.

Mr. McCANN. How did they declare an open shop during the 2-year term of the Beverly Hills agreement of July 2, 1946?

Mr. WALSH. You will have to ask them.

Mr. McCANN. Has the company open shop applied to your IA crafts and members?

Mr. WALSH. No.

Mr. McCANN. Is there an open shop against carpenters and a closed shop in favor of the IATSE?

Mr. WALSH. I think the question has been answered.

Mr. McCANN. Did you go to Miami in January 1946, in an airplane?

Mr. WALSH. I so testified in Hollywood—that I hitchhiked along with the producers. That is the only way I could get down there. If you will remember, transportation was pretty tough at that time, and I was tickled to death to hitchhike along with them.

Mr. McCANN. You went with the producers in their plane?

Mr. WALSH. Yes. I was glad to go along with them because I could not have complied with President Green's request to get there if I did not go along. It was quite a hurry-up call.

Mr. McCANN. Those are all the questions.

Mr. KEARNS. Are there any other questions from counsel?

Mr. McCANN. Did you know that Brewer was meeting with the motion-picture companies' labor committee at the meetings during August and September 1946?

Mr. WALSH. I would like to answer that this way, sir.

That Brewer's job out there is to meet with the producers at any time there is a meeting concerning our organizations out there.

Now, if the records of those meetings show he was there, then he was there. That is all I can say about that.

Mr. McCANN. Did he have your authority to meet with them?

Mr. KEARNS. He just answered that.

Mr. WALSH. I answered that, I think.

Mr. McCANN. That is all, sir.

Mr. KEARNS. Mr. Walsh, according to the original directive, the directive told the set erectors there working on sets that the millwork was to be done by carpenters.

Mr. WALSH. Mill and trimwork.

Mr. KEARNS. On the sets.

Mr. WALSH. On the sets; yes, sir.

Mr. KEARNS. That purely designated what was millwork and trimwork?

Mr. WALSH. I don't think any mechanic out there can misinterpret what mill and trimwork is. They went right to work and did it.

You went through the studios with us.

Mr. KEARNS. That is right.

Mr. WALSH. We had a set there and I showed you what mill and trimwork was on that set and everybody agreed.

Mr. KEARNS. Now, we had some cases there such as in the independent studios where we had IATSE men and the carpenters working together; is that right?

Mr. WALSH. That is when you went through alone. I was not there.

Mr. KEARNS. But you knew that condition existed in some of the studios there, where they still kept some of the carpenters working and it was a production situation where it was more or less permitted. Wasn't that the picture?

Mr. WALSH. The independent company did operate a little different from the major producers.

Mr. KEARNS. Because of their financial situation, that was permitted in order to get production out. That was what was told me.

Mr. WALSH. I don't know what the reason was.

Mr. KEARNS. Now, on October 21, after we came back from Warner Bros., you will recall Mr. Maurice Hutcheson was there, because Mr. William Hutcheson was in the hospital at San Francisco. You made the statement to me then that you were willing to go along, would be very fair in the matter, and made the statement not only before me, but the internationals represented there, that you had no objection to hiring carpenters, even on the sets, when there was carpentry work to be done, if there was need for carpentry; that you would give them the opportunity to do that work; isn't that correct?

Mr. WALSH. In the course of our conversation, when we were trying to see if we could not arrive at an adjustment of the Hollywood situation, after I went upstairs with Maurice Hutcheson and came down, I said I had offered just a little bit to them; that in case we needed carpenters on this work we would call his organization and ask them to give us the carpenters. I was leaning back a little further in order to try to get an adjustment of it.

Mr. KEARNS. The point I wanted to bring out was that your union members had no objection to working alongside the carpenters for production, if their services were needed?

Mr. WALSH. We have never objected to working alongside of carpenters. We work with them today. I think they work in the independent studios in some places.

Mr. KEARNS. That is right; but I am talking about the major studios.

Mr. WALSH. As far as working with the carpenters, it is not a crime to work with them. We work with them.

The only crime is I don't know whether they want to work with us or not. If I can go along with the testimony here, the carpenter wants to do all carpentry work—period. I have listened to them very closely in the last day or so.

Mr. KEARNS. Do you have any other witnesses you want to put on for the IATSE, Mr. Walsh?

Mr. WALSH. After you get through, the Judge has some statement he wants to make. You said you would give him a chance to make it. That is the only witness I have to put on.

I would not say I am putting him on as a witness, but I would like to have him make whatever statement he has.

Mr. KEARNS. As announced yesterday that we were going to adjourn this meeting early today, Judge Levy, we will let you make those statements tomorrow morning at 10 o'clock.

Mr. McCANN. Just a moment, I have two questions that have been submitted to me.

Mr. KEARNS. All right.

Mr. McCANN. Are IA men now doing the carpentry work previously done before September 23, 1946, by carpenters?

This question is by Mr. Cobb.

Mr. WALSH. I would have to know what work it is. I can't answer that. I don't know the work, and if I did, I would answer it.

Mr. McCANN. If so, are they working under contract or under an open shop?

Mr. WALSH. Any men working under the IATSE today are working under a closed-shop contract. Anybody working in Hollywood under the IATSE today is working under a closed shop.

Mr. McCANN. Are IA men now doing the carpenters mill and maintenance work previously done before September 23, 1946, by carpenters?

Mr. WALSH. There are IA men working in the mills, absolutely. In fact, we wish they were all IA men.

Mr. McCANN. Those are all the questions.

(By authority of the chairman, the following excerpt is included in the record from the minutes of the meeting of the executive council of the American Federation of Labor, Washington, D. C., May 15-22, 1946:)

The council considered the protest of the United Brotherhood of Carpenters and Joiners of America against the acceptance of the decision of the executive council committee on the Hollywood jurisdictional dispute.

The following memorandum on the case was read:

Under date of May 9, 1946, Secretary Frank Duffy of the United Brotherhood of Carpenters and Joiners of America, transmitted copy of a resolution which was unanimously adopted by the twenty-fifth annual convention of the United Brotherhood of Carpenters and Joiners of America. He stated:

"In conformity with the action of the twenty-fifth general convention, unanimously concurring in the resolution presented by Studio Carpenters Local Union 946, the general executive board directed me, as general secretary, to send to the executive council of the American Federation of Labor a copy of the resolution (known as Resolution No. 60) as presented to the twenty-fifth general convention, and demand immediate restoration to the United Brotherhood of Carpenters and Joiners of America jurisdiction over work that rightfully belongs to members of our organization."

The resolution referred to reads as follows:

"Whereas the Studio Carpenters Local Union 946, Hollywood, Calif., having been on strike 35 weeks over jurisdiction of work rightfully belonging to the carpenters; and

"Whereas the executive council of the American Federation of Labor ordered the termination of the strike, and a committee of three, comprised of vice presidents of the American Federation of Labor were appointed to review the studio situation; and

"Whereas they handed down a directive which would give work that rightfully belongs to the carpenters to the IATSE: Now, therefore, be it

Resolved, That this convention go on record protesting the action of the executive council of the American Federation of Labor in accepting the report of the subcommittee and ignoring the fact that the general president of the United Brotherhood of Carpenters and Joiners of America was not given an opportunity by the subcommittee of the American Federation of Labor to present claims of jurisdiction for the work in question; therefore be it further

Resolved, That this convention instruct the general executive board of the United Brotherhood of Carpenters and Joiners of America to protest to the executive council of the American Federation of Labor against the action of the executive council in accepting the report of the subcommittee in issuing the directive which they did, and ask immediate restoration to the United Brotherhood of Carpenters and Joiners of America jurisdiction over the work that rightfully belongs to them."

Vice President Hutcheson stated that this is the unanimous action of the convention of the brotherhood and the situation is worse now than it has ever been and is getting worse. He stated the question arises whether the council wants to deal with it now or whether the council wants to wait until it gets worse and then do something about it.

Vice President Hutcheson contended that the way things are going now eventually the carpenters won't have any men in that work at all and then the brotherhood will demand that the federation do something. He stated they are asking it now.

President Green stated that a strong feeling apparently exists out there among the local representatives of the brotherhood which was expressed by one of their delegates to the Lakeland convention.

President Green stated that one of these delegates called on him while he was there at Lakeland and stated that it is a very serious situation, and that the membership were deeply moved and he did not think that they ever would acquiesce in the decision, because they claimed the decision had taken work away from them that they had performed for a long period of time.

President Green stated he asked him if there had not been an agreement in effect between the IATSE and the carpenters at one time, but he said the situation is different now altogether and he was apparently very much disturbed about it.

Vice President Hutcheson stated that he was receiving protests from hundreds of members of the brotherhood, protesting the situation as it is at the present time.

The council discussed the matter at length.

Vice President Hutcheson stated that the council has this problem before it and must either give this situation consideration now or have it worse later. He stated that the carpenters are being replaced steadily in the work the committee said should be done by the IATSE but which is regularly the work of the carpenters.

Vice President Hutcheson stated the carpenters cannot sit idly by and let some other organization get their work.

Vice President Doherty, of the executive committee, stated that the committee did give the jurisdiction over the erection of sets or stages to the IATSE and nothing else. He stated the committee handed down a decision as honestly and conscientiously as they knew how. He stated the committee did not want to hurt anyone, that Chairman Knight asked each of the participants to the dispute if they could not come to some agreement or understanding so that the committee would not have to hand down a decision. They failed to do so and the committee did hand down its decision.

Vice President Doherty contended that the committee handed down a decision which was definite, final, and binding on all parties. He contended it was not a matter of accepting or rejecting the committee's actions.

Vice President Bugniazet suggested that President Green call up Eric Johnston and advise him that there is a protest from the carpenters that they are being moved off the work in violation of the settlement and ask him to have it corrected.

Vice President Knight reviewed the case from the time the committee was appointed and went to Hollywood, held the hearings with representatives of each of the organizations named in the directive of the executive council and the final decision of the committee.

Vice President Hutcheson protested that he was not given an opportunity as general president of the United Brotherhood to appear before the committee. The members of the executive council committee contended that the carpenters did have a representative there who presented information in support of the position of the carpenters.

The council discussed the matter.

It was regularly moved that the chairman convey to Eric Johnston the charges made by the carpenters that the personnel and directors of the studios are displacing the carpenters and giving the carpenters' work to the members of the IATSE, contrary to the decision made by the committee that was appointed to settle this dispute, and that he had agreed to see that the decision of the committee was carried out by the studios and request him to investigate the matter and carry out the decision and see that it is done.

During the discussion that followed, Vice President Hutcheson stated that he would like to call attention to the council members that he had not said anything about the decision being violated; that the action of the convention of the brotherhood is that the carpenters have restored to them that jurisdiction that belongs to them and that it not be infringed upon.

The council discussed the matter.

It was regularly moved that this council recognize the jurisdiction of the carpenters as set forth in their constitution and recognized by the American Federation of Labor and do everything we can to get them their jurisdiction.

During the discussion Vice President Birthright pointed out that the committee stated at the Miami meeting that the decision would not affect the jurisdiction of anyone outside of these studios.

It was decided to let the matter rest until tomorrow morning and then take it up for consideration.

WEDNESDAY MORNING, MAY 22, 1946.

Meeting called to order at 10:20 a. m., President Green in the chair.

Present: Green, Hutcheson, Woll, Weber, Bugniatet, Bates, Knight, Doherty, Dubinsky, Meany. Absent: Harrison, Tobin, Mahon, Birthright, Lewis.

The council resumed consideration of the protest of the United Brotherhood of Carpenters against acceptance of the decision of the executive council on the Hollywood jurisdictional dispute.

Vice President Hutcheson offered a motion that the council comply with the request of the United Brotherhood of Carpenters and Joiners of America by declaring that they recognize the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as set forth in the constitution of the brotherhood and the proceedings of various conventions of the American Federation of Labor.

Vice President Knight, of the Hollywood committee, stated this directive and the decisions made by the committee applied only to Hollywood. He contended that if this action is taken here others will want the same treatment.

Vice President Bugniatet made a statement in which he pointed out that all parties agreed to abide by the decision. He stated he was asked why he agreed to such a procedure and that he had been criticized for agreeing to it.

Vice President Hutcheson contended that this is just a case of whether the council wants to recognize the jurisdiction of the United Brotherhood or not.

After some further discussion, an amendment was offered to the motion to provide, further, that this action does not interfere with the decision handed down by the Hollywood jurisdictional committee.

Secretary-Treasurer Meany contended that if the IATSE is going beyond the decision and going into the carpenters' field, that would present an entirely new case and if that is the case he would favor bringing in President Walsh before the council for a hearing.

Vice President Hutcheson stated that the delegates to the convention of the United Brotherhood felt that the general president had been slighted by this committee by their failure to hear him.

Vice President Doherty denied that there was intention on the part of this committee to slight the general president.

Vice President Knight repeated his assertion that it was his understanding that Representative Cambiano of the carpenters appeared in behalf of the brotherhood and stated that he presented a very fine case. He referred also to the fact that a decision had to be rendered within 30 days, and President Hutcheson had suggested that the meeting with him in Miami, in which case the committee would not have been able to have rendered its decision in accordance with the time limit set in the directive.

Vice President Hutcheson stated that the executive board of the carpenters reconvenes tomorrow in their recessed session and he expects to report back to the board whatever this council does for whatever further action the board sees fit to take.

President Green suggested that the matter go over for the present until all members of the council can be in attendance at a meeting and then go into the matter, assemble more facts, and make a further survey of the situation at Hollywood and then let the council consider it again at the next meeting.

It was suggested that Vice President Bates' first motion be amended to read as follows:

It was regularly moved that the chairman convey to Eric Johnston the charges made by the carpenters that the personnel directors of the studios are displacing the carpenters and giving the carpenters' work to the members of the IATSE contrary to the decision made by the committee that was appointed to settle this dispute, and that he had agreed to see that the decision of the committee was carried out by the studios and request him to investigate the matter and carry out the decision and see that it is done; and (addition to the original motion) that we postpone further consideration until a future meeting of the council, and in the meantime authorize the executive officers to go into the situation to correct the jurisdictional mistakes that are being made and make a survey of the matter and then report back to the council.

Vice President Hutcheson contended that the brotherhood does not request that at all.

The council discussed the matter further.

It was regularly moved and seconded that the request be laid over until the next meeting of the council, and in the meantime the president be instructed to investigate the entire situation and report on same to the next council meeting.

The above motion was carried. Vice President Hutcheson voting "No."

Mr. KEARNS. We stand adjourned until 10 o'clock in the morning, in this room.

(Whereupon, at 3:30 p. m., the subcommittee adjourned until 10 a. m. of the following day, Wednesday, February 25, 1948.)

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